NEPAL ELECTRICITY AUTHORITY

(An Undertaking of Government of Nepal)

UPPER TRISHULI 3A HYDROELECTRIC PROJECT

BIDDING DOCUMENT

for

THE PROCUREMENT OF

UPGRADING OF ROAD FROM TRISHULI COLONY TO SALAKHUKHOLA

IFB No.UT3A-02-2073/74

Technical Bid Documents

in

Two Envelope Bidding Procedure

Issued on: 2074/01/06

Issued to:

Invitation for Bids No.: UT3A-02-2073/74

NCB No.:2

Abbreviations

BD ... Bidding Document

BDF ... Bidding Forms

BDS ... Bid Data Sheet

BOQ ... Bill of Quantities

COF ... Contract Forms

DP ... Development Partners

DoLIDAR ... Department of Local Infrastructure Development and Agricultural Roads

ELI ... Eligibility

EQC ... Evaluation and Qualification Criteria

EXP ... Experience

FIN ... Financial

GCC ... General Conditions of Contract

GoN ... Government of Nepal

ICC ... International Chamber of Commerce

IFB ... Invitation for Bids

ITB ... Instructions to Bidders

JV ... Joint Venture

LIT ... Litigation

NCB ... National Competitive Bidding

PAN ... Permanent Account Number

PPA ... Public Procurement Act

PPMO ... Public Procurement Monitoring Office

PPR ... Public Procurement Regulations

PL ... Profit & Loss

SBD ... Standard Bidding Document

SCC ... Special Conditions of Contract

TS ... Technical Specifications

VAT ... Value Added Tax

WRQ ... Works Requirements

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Invitation for Bids

Nepal Electricity Authority
Generation Directorate
Upper Trishuli 3A Hydroelectric Project
Betrawati, Rasuwa

Date of First Publication: 2074-01- 06

1. Nepal Electricity Authority (NEA) is implementing Upper Trishuli 3A Hydroelectric Project (UT3AHEP) in Rasuwa and Nuwakot Districts. In order to support the local infrastructure, NEA intends to upgrade existing road from Trishuli Colony to Salakhu Khola. UT3AHEP envisages to utilize funds from Government of Nepal and NEA to cover eligible payment under the Contract as given in the Table below. Bidding is open to all eligible Nepalese Bidders.

Contract Identification No./ Work Description	AACT of best Three years over the last 10 years	Specific Experience Requirements	Liquid Assets/Credit Facilities	Bid Security Amount	Cost of Bid Doc. (NRs.)
UT3A-02-2073/74 (Ch. 0+000 to 8+840) and 450m road to Uttargaya	NRs. 100 Millions	As stated in Section III E&Q Criteria of Bid Document	NRs.25 Millions	NRs. 3.7 Millions	20,000

2. NEA invites Open Competitive Bidding (Single Stage Double Envelope Technical and Price sealed bids or electronic bids in the form of Technical and Price Bids) from eligible bidders for the construction of Upgrading of road from Trishuli Colony to Salakhu Khola in Nuwakot (Earthworks, Retaining structure (dry, Gabion, Masonry), Causeway and pipe culverts, side drain, Sub-grade, Sub-base, base, premix carpet etc.) under National Competitive Bidding procedures.
3. Eligible Bidders may obtain further information and inspect the bidding document at the office of Upper Trishuli 3A Hydroelectric Project, Betrawati, Rasuwa. Tel No.**010-560704, 010-560804, Fax No.: 010-561789,** email:ut3ahep60mw@gmail.com or may visit NEA website www.eproc.nea.org.np.
4. A complete set of Bidding Documents (Technical and Price Bids) may be purchased from Upper Trishuli 3AHydroelectric Project, Betrawati, Rasuwa and Trishuli Colony, Nuwakot by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee stated above till ***2074/02/05.***

   Or

   Bidder who chooses to submit their bid electronically may purchase the hard copy of the bidding documents as mentioned above or may down load the bidding documents for e-submission from NEA's Web Site www.eproc.nea.org.np. Bidders, submitting their bid electronically, should deposit the cost(as specified above) of bidding document in the Project's revenue account as specified below and the scanned copy (pdf format) of the Bank deposit voucher shall be uploaded by the bidder at the time of electronic submission of the bids. Information to deposit the cost of bidding document in Bank:

   Name of the Bank: Himalayan Bank Limited, Betrawati, Rasuwa
   Name of Office: NEA UT3A Hydroelectric Project
   Office Account no.: 044-0497261-0028
5. Pre-bid meeting shall be held at Upper Trishuli 3A HEP, Trishuli, Colony, Nuwakot at 14:00 Hours on ***2074/01/21***. Attendance is strongly advised for all prospective Bidders or their representatives but is not mandatory.
6. The Technical Bid and Price Bid shall be enclosed in two separate sealed envelopes and clearly marked as "TECHNICAL BID" and "PRICE BID" which shall again be enclosed in a single envelope and sealed and marked accordingly incase of Hard copy bids submission or in case of electronic bids submission, bidders shall follow the procedure stated in ITB. Hard Copy bids must

be submitted to the office of Upper Trishuli 3A Hydroelectric Project, Trishuli, Colony, Nuwakot by hand/courier or e-bids through NEA's website www.eproc.nea.org.np on or before ***12:00 Noon*** on **2074/02/07.** Bids received after this deadline will be rejected.

7. The Technical bids will be opened in the presence of Bidders' representatives who choose to attend at **14:00 Hrs *on 2074*/02/07** at the Upper Trishuli 3A Hydroelectric Project, Trishuli, Colony, Nuwakot. Bids must be valid for a period of 120 (One Hundred Twenty) days after bid opening and must be accompanied by a bid security or scanned copy of the bid security in *. pdf format in case of e-bid, amounting to a minimum of as stated above, which shall be valid for 30 days beyond the validity period of the bid.
8. If the last date of purchasing, pre-bid meeting and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.
9. In case of bid submitted electronically, e-bidders shall submit their Withdrawal, Modification or Substitution if any, only through e-bidding process. E-bidders' Withdrawal, Modification or Substitution in a form of Hard Copies shall not be accepted.
10. The Employer reserves the right to accept or reject, wholly or partly any or all the bids without assigning reason, whatsoever.

Part - I

BIDDING PROCEDURES

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SECTION - I
Instructions to Bidders

A. General	
1. Scope of Bid	1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section V (Works Requirements). The name, identification, and number of Contracts of the National Competitive Bidding (NCB) are provided in the BDS.
	1.2 Throughout this Bidding Document: (a) the term "in writing" means communicated in written form and delivered against receipt; (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and (c) "day" means calendar day.
2. Source of Funds	2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the implementing agency indicated in the BDS plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued. Or Public Entities' own Resource Funded: In accordance with its annual program and budget, approved by the public entity, the implementing agency indicated in the BDS plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued. Or DP Funded: The GoN has applied for or received financing(hereinafter called "funds") from the Development Partner(hereinafter called "the DP") indicated in the BDS toward the cost of the project named in the BDS. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
	2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the "Loan/Grant Agreement"), and will be subject in all respects to the terms and conditions of that Loan/Grant Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.

3. Fraud and Corruption	3.1 The Government of Nepal (GoN) requires that the Procuring Entities as well as bidders, suppliers and contractors and their sub-contractors under GoN/DP-financed contracts, shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In this context, the Employer; (a) defines, for the purposes of this provision, the terms set forth below as follows: (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party. (iv) "obstructive practice" means: (aa)deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb) acts intended to materially impede the exercise of theGoN's/DP's inspection and audit rights provided for under sub-clause 3.5 below. (b)will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
	3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement : (a) give or propose improper inducement directly or indirectly, (b) distortion or misrepresentation of facts, (c) engaging in corrupt or fraudulent practice or involving in such act, (d) interference in participation of other competing bidders, (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, (f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing

	artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price, (g)contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.
	3.3 PPMO, on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder: (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract, (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information, (c)if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract. (d) if the Successful Bidder fails to sign the Contract..
	3.4 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.
	3.5 The Contractor shall permit the GoN/DP to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.
	3.6 DP Funded: In pursuance of the fraud and corruption policy, the DP. (a) will reject a proposal if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question; (b) will cancel the portion of the loan/ credit/ grant allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to the DP to remedy the situation.
4. Eligible Bidders	4.1 A Bidder may be a natural person, private entity, or government - owned entity—subject to ITB 4.5—or any combination of them in the form of a Joint Venture (JV) under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. In the case of a JV: (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. Maximum number of JV shall be as specified in the BDS. The qualification

	requirement of the parties to the JV shall be as specified in Section III Evaluation and Qualification Criteria, and (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.
	4.2A Bidder, and all parties constituting the Bidder, shall have the nationality of any country or eligible countries mentioned in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed sub Contractors or suppliers for any part of the Contract including related services.
	4.3 A Bidder shall not have a conflict of interest. A Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process, if: (a) they have controlling partners in common; or (b) they receive or have received any direct or indirect subsidy from any of them; or (c) they have the same legal representative for purposes of this bid; or (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or (e) a Bidder participates in more than one bid in this bidding process either individually or as a partner in a joint venture. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same sub Contractor in more than one bid; or (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Contract that is the subject of the Bid; or (g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract.
	4.4A firm that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.
	4.5Enterprises owned by Government shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the GoN.
	4.6Bidders shall provide such evidence of their continued eligibility

	satisfactory to the Employer, as the Employer shall reasonably request.
	4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
	4.8 Firms shall be excluded in any of the cases, if (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Nepal prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country. (b) DP Funded: as a matter of law or official regulation, Nepal prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; (c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.
	4.9 The bidder shall meet the eligibility criteria specified in section III (Evaluation and Qualification Criteria) of bid document.
5. Eligible Materials, Equipment and Services	5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in any source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
	5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.
B. Contents of Bidding Documents	
6. Sections of Bidding Document	6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8. PART I Bidding Procedures Section I Instructions to Bidders (ITB) Section II Bid Data Sheet (BDS) Section III Evaluation and Qualification Criteria (EQC) Section IV Bidding Forms (BDF) PART II Requirements Section V Works Requirements (WRQ)

	Section VI Bill of Quantities (BOQ) PART III Conditions of Contract and Contract Forms Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms (COF)
	6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
	6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
	6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in BDS or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer shall be required to make available as soon as possible the answer to such question or curiosity in writing to any request for clarification, provided that such request is received as mentioned in ITB 7.5. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
	7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
	7.3The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

	7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer as mentioned in BDS.
	7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. 7.7 Non attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
8. Amendment of Bidding Document	8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing agenda.
	8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
	8.3To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2
C. Preparation of Bids	
9. Cost of Bidding	9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid	10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. Documents Comprising the Bid	11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope. 11.2 The Technical Bid shall comprise the following: a) Letter of Technical Bid; b) Bid Security in accordance with ITB 19; c) alternative Bids, at Bidder's option and if permissible, in accordance with

	ITB 13; d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2; e) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract; f) Technical Proposal in accordance with ITB 16; g) In the case of a bid submitted by a JV, the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and h) Any other document required in the BDS. 11.3 The Price Bid shall comprise the following: a) Letter of Price Bid; b) completed Price Schedules, in accordance with ITB 12 and ITB 14, or as stipulated in the BDS; c) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13; d) Any other document required in the BDS.
	11.4 The Bidder is solely responsible for the authenticity of the documents submitted by the Bidder.
12. Letter of Bid and Schedules	12.1 The Letter of Technical Bid and Price Bid, Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13. Alternative Bids	13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
	13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.
	13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
	13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section V (Works Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).
14. Bid Prices and	14.1 The prices and discounts quoted by the Bidder in the Letter of Price

Discounts	Bid and in the Schedules shall conform to the requirements specified below.
	14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV(Bidding Forms). In case of Unit Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
	14.3The price to be quoted in the Letter of Price Bid shall be the total price of the Bid, excluding any discounts offered.
	14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Price Bid, in accordance with ITB 12.1.
	14.5 If so indicated in ITB 1.1, bids are invited for individual Contracts or for any combination of Contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all Contracts are submitted and opened at the same time.
	14.6 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.
	14.7 The bidder is subject to local taxes such as VAT, social charges or income taxes on nonresident international personnel, and also duties, fees, levieson amounts payable by the employer under the Contract. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.
15. Currency of Bid and Payment	15.1 The currency of the bid and payment shall be in Nepalese Rupees.
16. Documents Comprising the Technical Proposal	16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders'

	proposal to meet the work requirements and the completion time.
17. Documents Establishing the Qualifications of the Bidder	17.1 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section IV (Bidding Forms).
18. Period of Validity of Bids	18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
	18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 30 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.
19. Bid Security	19.1 The Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.
	19.2 The bid security shall be, at the Bidder's option, in any of the following forms: (a) an unconditional bank guarantee from "A" class commercial bank or; (b) a cash deposit voucher in the Employer's Account as specified in BDS. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another Form acceptable to the employer. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
	19.3 The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.
	19.4 Any bid not accompanied by an enforceable and substantially compliant bid security shall be rejected by the Employer as nonresponsive. In case of e- Submission, if the scanned copy of an acceptable Bid Security letter is

	not uploaded with the electronic Bid then Bid shall be rejected.
	19.5 The bid security of unsuccessful Bidders shall be returned within three days, once the successful bidder has furnished the required performance security and signed the Contract Agreement pursuant to ITB 38.1and 39.1.
	19.6 The bid security shall be forfeited if: (a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 18.2: (i) during the period of bid validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case of electronic submission; (ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case of hard copy submission. (b) a Bidder changes the prices or substance of the bid while providing information pursuant to clause 27.1; (c) a Bidder involves in fraud and corruption pursuant to clause 3.1; (d)the successful Bidder fails to: (i) furnish a performance security in accordance with ITB 39.1; (ii) sign the Contract in accordance with ITB 40.1; or (iii) accept the correction of arithmetical errors pursuant to clause 32 ;
	19.7 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.
20. Format and Signing of Bid	20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail. In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF or web forms files as specified in ITB Clause 21.1(b), If a Bidder submits both the electronic bid and a bid in hard copy within the bid submission deadline, then the submitted Bids shall be accepted for evaluation provided that the facts and figures in hard copy confirm to those in electronic bid. If there is any major discrepancy in fact and figures in the electronic bid and bid in hard copy, it shall be treated as two separate bids from one Bidder and both the Bids shall be disqualified, as per ITB Clause 4.3 (e).

	20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.
	20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
D. Submission and Opening of Bids	
21. Sealing and Marking of Bids	21.1 Bidders may always submit their bids by mail or by hand or by courier. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows: (a) Bidders submitting bids by mail, by hand or by courier i. Bidders shall enclose the original of the Technical Bid, and the original of the Price Bid and each copy of the Technical Bid and Price Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as : "ORIGINAL TECHNICAL BID","ORIGINALPRICE BID", "ALTERNATIVE BID" and "COPYOF TECHNICAL BID" and "COPY OF PRICE BID". These envelopes containing the original and the copies shall then be enclosed in one single envelope. ii. The inner and outer envelopes shall: (a) bear the name and address of the Bidder; (b) be addressed to the Employer as provided in BDS 22.1; (c) bear the specific identification of this bidding process indicated in BDS 1.1; (d) The outer envelope and the inner envelope containing Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid in accordance with ITB 25.1. iii. The inner envelope containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 25.7 iv. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid. (b) Electronic Bid Submission Procedures : Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in this clause as follows: i. Interested bidders shall, either purchase the Bid Document directly from the Employer office or may download the bid document from the website http://www.eproc.nea.org.np and

deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.

ii. The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorized representative with seal of the company

a) Bill of Quantity (BOQ) with rate, amount
b) Forms of Bid, Qualification Information

iii. The Bidder shall then scan the completed original documents, forms in PDF files with appropriate filename shown in the table below:

Technical Bid:

S. N.	Document	Requirement	filename
1	Letter of Technical Bid	Mandatory	Letter techbid-1
2	Bid Security (Bank Guarantee)	Mandatory	Bid security-2
3	Company Registration	Mandatory	Company reg-3
4	VAT registration	Mandatory	VAT-Reg-4
5	Tax clearances certificate	Mandatory	Tax-5
6	Power of Attorney of Bid signatory	Mandatory	Power of att-6
7	Business Registration (Licence) Certificate	Mandatory	Licence-7
8	Bank Voucher for cost of Bid Doc	Mandatory	Voucher-8
9	Joint venture agreement	Mandatory for JV Firms	JV-Doc-9
10	Qualification Information	Mandatory	Qualification-10

Price Bid;

S. N.	Document	Requirement	Filename
1	Letter of Price Bid	Mandatory	Letter Pricebid-1
2	Applicable Price Adjustment Table	Mandatory	Price adjust-2

3	Completed BOQ or Price Schedule	Mandatory	BOQ-3

Note:
***Mandatory** means the mentioned files shall be in e-submission and non submission of such file shall be considered as non-responsive.*

iv. For e-submission purpose the Bidder shall, at first, register in the e-procurement section of NEA Web site **http://www.nea.org.np**
v. After preparing all the required bidding documents in PDF scan files as specified in (ii) and (iii), the Bidder shall upload the PDF bid files and submit his complete bid online through e-procurement section of NEA website **http://www.nea.org.np** within the specified date and time.

The Employers address for the purpose of e-submission of bid;
The Employers address for the purpose of electronic Bid submission is e-procurement section of http://www.nea.org.np**.**

In case of e-submission of bid, the bidder shall submit his bid electronically in PDF files in the manner as specified above and additional submission of hard copy of "Original plus one copy of bid" is not mandatory.

In case both the electronic bid and original bid in hard copy are submitted to the Employer within the specified time period, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided the Bid price in Bill of Quantity Sheet is same. If there is any discrepancy in Bid price in Bill of Quantity between the electronic and original bid in hard copy it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be disqualified, as per ITB Clause.

However, for electronically submitted bid in PDF files, the bidder shall be required to submit documents/clarifications as specified in ITB Clause.

The deadline for e-submission of bids shall be;
i) Bidders shall be also explained about the details of e-submission procedures in the pre-bid meeting.
ii) The e-procurement system will accept the e-submission of bid during office hours from the date after publishing the notice and will automatically not allow the e-submission of bid after the deadline for submission of bid, as specified above.
iii) The standard time for e-submission is Nepalese standard time as set out in the server of Department of Roads.
iv) In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF files in the manner as specified in ITB Clause only, and submission of "original plus one copy" shall not be required before deadline for submission time as per ITB Clause.

Provision for Substitution or Modification or Withdrawal of Bid
When a bidder submits his bid in hard copy the e-procurement section **does not allow** the Bidder to submit his Substitution, or Modification, or Withdrawal through e-procurement section of NEA's

Web site.

In case of e-submitted bid;

i) Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.
ii) For Substitution of Bid the Bidder shall follow similar steps as specified in ITB Clause with a Substitution letter in PDF file.
iii) For Modification or Withdrawal of bid the Bidder is required to submit PDF scan copy of their Modification or Withdrawal letter and a written Power of Attorney of the signatory for Modification/ Withdrawal, duly signed by Authorized Representative/s of the Firm / all authorized Joint Venture partners.

Bid opening for e-submitted bid;

i) Electronically submitted bid shall be opened first at the same time and date as specified in the ITB and IFB notice.
ii) The e-procurement system allows the Employer to download and open the e-submitted bid files from bidders only after the time for opening the bids.
iii) The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation.
iv) After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.
In case of "WITHDRAWAL" or "MODIFICATION" or "SUBSTITUTION" by the Bidder through e-submission, the e-submitted PDF files under "WITHDRAWAL" or "MODIFICATION" or "SUBSTITUTION" shall be opened and read out first. Bids for which acceptable notice of "WITHDRAWAL" or "SUBSTITUTION" has been submitted pursuant to ITB Clause shall not be opened.

Clarification of Bid

In case of e-submission of bid, the Bidder shall be required to submit the original completed Bid consisting of Forms of Bid, Qualification Information, Special Conditions of Contract, Bill of Quantities, Supplementary Information and other clarifications for verification purpose upon notification to do so from the Employer.

Examination of e-submitted Bids and Determination of Responsiveness

For a e-submitted bid to be substantially responsive the requirement as specified in the ITB Clauses shall be fulfilled.

Evaluation and Comparison of e-submitted Bids

1. In case of e-submitted bids, the Employer evaluates the bid based on the information as per electronically submitted bid files. For clarification/ verification purpose, the Employer may request the Bidder to submit documents/ clarifications as specified in ITB Clause.
2. In case, the Bidder could not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/ clarifications as per ITB Clause, the bid shall not be considered for

further evaluation and respective ITB Clause for forfeiture of bid security shall be applicable.

Steps to be followed by a Bidder to submit the electronic bid submission

1. Prepare the paper bid document

- Either purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.
- Fill the rates and amount in BOQ,
- Fill the Bid Form,
- Prepare the necessary copy of Company registration, VAT/PAN registration , Tax clearance certificate,
- Prepare the necessary specific papers like Power of Attorney for bid signatory, Joint Venture agreement, if bidding in JV,
- Prepare summary of qualification information sheet (Financial turnover, Experience, Manpower, Equipment, Credit line, Litigation etc) in the specified format,
- Prepare the bid guarantee letter for the specified bid security amount and in the specified format,

2. Prepare the Electronic bid files in pdf format

- Once prepared the above paper documents the bidder shall prepare the electronic bid files in pdf format as follows;
- Scan the above documents in pdf format, give the specific file name for each document,
- Prepare all scanned bid files in pdf format and save them in a separate folder in own computer to ease bid uploading process,

3. Electronic bid submission

- Once the electronic bid files are ready the Bidder shall connect to internet,
- Open the NEAs website www.nea.org.np and open E-procurement section,
- Register in the Bidders name and get User name and Password for Login,
- Confirm the registration by clicking the specified link in auto generated e-mail from NEAs web site,
- After confirmation for bidders registration click Bidder, fill User name, Password and Login,
- Choose and click the specific tender notice for which the electronic bid files has been prepared,
- Click the Bid now button to submit the electronic bid files,
- Upload each specified electronic bid files by clicking the Upload button and select the respective bid files by Browsing,
- Once all the electronic bid files are uploaded, click the Submit the Bid button for final e-submission of electronic Bid,
- Once the e-submission is successfully completed the Bidder shall

	receive a auto generated confirmation e-mail from the NEAs website, • Bidder to keep the conventional paper bid document , qualification information, and other related documents safe as the Buyer may seek the supporting bid documents and clarifications, as necessary during bid evaluation process. • The Bidder shall submit the necessary supporting documents and clarifications (conventional bid document)
22. Deadline for Submission of Bids	22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS. In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.
	22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
23. Late Bids	23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
24. Withdrawal, and Modification of Bids	24.1 A Bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-submission. Procedures for withdrawal or modification of submitted bids are as follows: (i) <u>Bids submitted in hard Copy</u> a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 before 24 hours prior to the deadline of submission of bids. The corresponding modification of the bid must accompany the respective written notice. All notices must be: (aa) prepared and submitted in accordance with ITB 20 and ITB 21,and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION;" and (bb) received by the Employer twenty four hour prior to the deadline prescribed for submission of bids, in accordance with ITB 22. ii) <u>E-submitted bids.</u> a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bid through e-procurement system by using the forms and instructions provided by the system. Once a Bid is withdrawn, bidder will not be able to submit another bid response for the same bid.

	24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders after completion of the bid opening.
	24.3 Bidder may submit request for withdrawal or modification only one time.
	24.4 No bid may be withdrawn if the bid has already been modified.
	24.5 Request for withdrawal or modification must be made through the same medium of submission. Request for withdrawal or modifications through different medium shall not be considered.
	24.6 The following provisions apply for withdrawal or modification of the Bids: (i) In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior to the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof. (ii) In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
25. Bid Opening	25.1 The Employer shall open the Bids in public at the address, on the date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend. Then the Employer shall segregates the Technical Bid and Price Bid separately.The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one inner envelope, the Employer may reject the entire Bid.
	25.2 The Employer shall download the e-submitted Bid files. The e-procurement system allows the Employer to download the e-submitted bid files (report) only after bid opening date and time after login simultaneously by at least two members of the Bid opening committee.
	25.3 After downloading the each e-bid, electronically submitted Technical Bid shall be opened at first in the same time and date as specified above. Electronic Bids shall be opened one by one and read out. The e-submitted technical bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.
	25.4 Thereafter, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be

	Permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No Technical Bid and/or Price Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only the Technical Bid, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with ITB 25.1.
	25.5 All other envelopes holding the Technical Bid shall be opened one at a time, reading out: the name of the Bidder; whether there is a modification; the presence of a bid security and any other details as the Employer may consider appropriate. Only Technical Bids read out and recorded at bid opening shall be considered for evaluation. No bid shall be rejected at opening of Technical Bids except for late bids, in accordance with ITB 23.1.
	25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
	25.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.
	25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.
	25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders` representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
	25.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded: (a) the name of the Bidder;

	(b) whether there is a modification; (c) the Bid Prices, including any discounts and alternative offers; and (d) any other details as the Employer may consider appropriate. Only Price Bids, discounts, modifications, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.
	25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot if applicable), any discounts, modifications and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

E. Evaluation and Comparison of Bids	
26. Confidentiality	26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
	26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
	26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
27. Clarification of Bids	27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids. In case of e-submission of bid, upon notification from the employer, the bidder shall also submit the original of documents comprising the Technical and Price Bid as per ITB 11 for verification of submitted documents for acceptance of the e-submitted bid.
	27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omissions	28.1 During the evaluation of bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
29. Responsiveness of Technical Bid	29.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
	29.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, (a) if accepted, would: (i)affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
	29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section V (Works Requirements) have been met without any material deviation, reservation or omission.
	29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
	29.5 In case of e-submission bids, the Employer evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 27, the bid shall not be considered for further evaluation.
30. Nonconformities, Errors, and Omissions	30.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformities, errors& omission in the bid that do not constitute a material deviation, reservation, or omission.

	30.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
	30.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Qualification Criteria).
	30.4 If minor discrepancies are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating the bid.
	30.5 If the value of such non-conformities is found to be more than fifteen percent of the quoted amount of the bidder on account of minor discrepancies pursuant to ITB 30.4, such bid shall be considered ineffective in substance and shall not be involved in evaluation.
31.Qualification of the Bidder	31.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Biddersmeet the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).
	31.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.
	31.3 An affirmative determination of qualification shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
32. Correction of Arithmetical Errors	32.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis: (a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total

	shall be corrected; (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected. (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.
	32.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.
33.Subcontractors	33.1 The Employer may permit subcontracting for certain specialized works as indicated in Section 3. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section 3 describes the qualification criteria for sub-contractors. Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS**
34. Evaluation of Price Bids	34.1 The Employer shall evaluate Price Bid of each bid for which the Technical Bid has been determined to be substantially responsive. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
	34.2 To evaluate a Price Bid, the Employer shall consider the following: (a) the bid price, excluding Value Added Tax, Provisional Sums, and the provision, if any, for contingencies in the Summary Bill of Quantities**,** for Unit Rate Contracts, or Schedule of Prices for lump sum Contracts, but including Day work items, where priced competitively; (b) price adjustment for correction of arithmetic errors in accordance with ITB 32; (c) price adjustment due to discounts offered in accordance with ITB 14.4; (d) adjustment for nonconformities in accordance with ITB 30; (e) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria);
	34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

	34.4 If this Bidding Document allows Bidders to quote separate prices for different Contracts, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III (Evaluation and Qualification Criteria).
	34.5 If the bid for an Unit Rate Contract, which results in the lowest Evaluated Bid Price is seriously unbalanced or front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
	34.6In case of e-submission bids, the Employer evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 27, the bid shall not be considered for further evaluation.
35. Comparison of Bids	35.1 The Employer shall compare all substantially responsive bids in accordance with ITB 34.2 to determine the lowest evaluated bid.
36. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	36.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
F. Award of Contract	
37. Award Criteria	37.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
38. Letter of Intent to Award the Contract/Notification of Award	38.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 37.1 within seven days of the selection of the bid, in writing that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.

	38.2 If no bidder submits an application pursuant to ITB 40 within a period of seven days of the notice provided under ITB 38.1, the Employer shall, accept the bid selected in accordance with ITB 37.1 and Letter of Acceptance shall be communicated to the selected bidder prior to the expiration of period of Bid validity, to furnish the performance security and sign the contract within fifteen days.
39. Performance Security	39.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, as specified below from A class Commercial Bank using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer. The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal. i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: **Performance Security Amount =[(0.85 x Cost Estimate –Bid Price) x 0.5] + 5% of Bid Price.** The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.
	39.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. The process shall be repeated according to ITB 38.
40. Signing of Contract	40.1 The Employer and the successful Bidder shall sign the Contract Agreement within the period as stated ITB 39.1.
	40.2 At the same time, the Employer shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the District Development Committee, District Administration Office and District Treasury and Controller Office. The Employer may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot numbers and the following information:(i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv) reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (viii) contract price

	40.3 Within thirty (30) days from the date of issuance of notification pursuant to ITB 38.1 unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, requests for debriefing.
	40.4 If the bidder whose bid has been accepted fails to sign the contract as stated ITB 40.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.
41. Complaint and Review	41.1 If a Bidder is dissatisfied with the Procurement proceedings or the decision made by the Employer in the intention to award the Contract, it may file an application to the Chief of the Public Entity within Seven (7) days of providing the notice under ITB 38.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.
	41.2 Late application filed after the deadline pursuant to ITB 41.1 shall not be processed.
	41.3 The chief of Public Entity shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 41.1: (a) whether to suspend the procurement proceeding and indicate the procedure to be adopted for further proceedings; or (b) to reject the application. The decision of the chief of Public Entity shall be final for the Bid amount up to the value as stated in 41.4.
	41.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 41.3, is not given within five (5) days of receipt of application pursuant to ITB 41.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents. The application may be sent by hand, by post, by courier, or by electronic media at the risk of the Bidder itself.
	41.5 Late application filed after the deadline pursuant to ITB 41.4 shall not be processed.
	41.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 41.4, the Review Committee shall notify the concerning Public Entity to furnish its procurement proceedings, pursuant to ITB 41.3.
	41.7 Within three (3) days of receipt of the notification pursuant to ITB 41.6, the Public Entity shall furnish the copy of the related documents to the Review Committee.

	41.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month of the receipt of the application filed by the Bidder, pursuant to ITB 41.4.
	41.9 The Bidder, filing application pursuant to ITB 41.4, shall have to furnish a cash amount or Bank guarantee from "A" class commercial bank equivalent to zero point one five percent (0.15%) of its quoted Bid amount with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 41.4.
	41.10 If the claim made by the Bidder pursuant to ITB 41.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 41.9, within seven (7) days of such decision made.

SECTION - II
Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids is : **UT3A-02-2073/74**
ITB 1.1	The Employer is: **Nepal Electricity Authority,** **Generation Directorate,** **Upper Trishuli 3A Hydroelectric Project, Betrawati, Rasuwa**.
ITB 1.1	The number and identification of lots comprising this bidding process is**UT3A-02-2073/74** **Upgrading of Road from Trishuli Colony to Salakhu Khola**
ITB 2.1	The name of the Project is: **Upper Trishuli 3A Hydroelectric Project** The DP is: **Not applicable** The work consist of upgrading of the existing road from Trishuli Colony to Salakhu Khola (Ch: 0+000 to 8+840) and 450m road to Uttargaya in Nuwakot district with Premix carpet pavement and road structures**.** The works to be executed shall mainly comprise of the following items: i. Earthworks ii. Side drain iii. Retaining Structures (Dry/Gabion / Masonry) iv. Pipe Culverts v. Sub-base Course vi. Crushed Stone Base Course vii. Premix carpet Pavement etc. The implementing agency is: **Upper Trishuli 3A Hydroelectric Project,** **Nepal Electricity Authority, Betrawati, Rasuwa**. GoN Funded or DP Funded**: NEA and GoN Fund**
ITB 4.1 (a)	Maximum number of partner in a joint venture shall be : 3 (three)
ITB 4.2	Eligible countries Nepal only
B. Bidding Document	
ITB 7.1	For clarification purposes only, the Employer's address is: Attention: **Project Chief** Address: **Betrawati, Rasuwa** Telephone: **+977- 010-560704,+977- 010-560804**

	Facsimile number: +**977-010-561789** Electronic mail address: ut3ahep60mw@gmail.com
ITB 7.4	A Pre-Bid meeting shall be held. . Pre-Bid Meeting will take place at the following date, time and place: Date: **2074/01/21** Time: **14:00**Hours Place: Trishuli Colony, Nuwakot A site visit ***shall not be*** organized by the Employer.
ITB 7.5	Time for request: Requests for clarification should be received by the Employer no later than 10 days prior to the deadline for submission of bids.
C. Preparation of Bids	
ITB 10.1	The language of the bid is: English/Nepali
ITB 11.3 (b)	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for Unit Rate Contracts and Schedule of Prices for lump sum contracts: ***None***
ITB 11.3 (d)	The Bidder shall submit with its bid the following additional documents: **(a) Company/ Firm Registration Certificate** **(b) VAT registration** **(c) Tax clearances certificate or evidence of tax return submission** **(d) Business Registration (License) Certificate** **(e) Bank Voucher or Receipt for cost of bid document** **(f) Qualification Information as stated in Section III**
ITB 13.1	Alternative bids shall not be permitted.
ITB 13.2	Alternative times for completion shall not be permitted. If alternative times for completion are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: ***Not Applicable***. If alternative technical solutions are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).
ITB 14.2	Add to the clause The bidder shall quote for all sections / parts in the Price schedule.
ITB 14.4	Add following to the clause The price reduction or discount shall be expressed in percentage and that

	will be applicable to each unit rate.
ITB 14.6	The prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract.
ITB 18.1	The bid validity period shall be: **120 (One Hundred Twenty) days.**
ITB 19.1	The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum of **NRs.3.7 Million (In words: Rupees Thirty Seven Lakhs Only)** which shall be valid for 30 days beyond the validity period of the bid.
ITB 19.2 (b)	Account Name: **NEA UT3A Hydroelectric Project** Bank Name: **Himalayan Bank Limited** Bank Address: **Betrawati, Rasuwa** Account Number: **044-0497261-0028**
ITB 20.1	In addition to the original of the bid, the number of copy/ies is/are: ***1 (One)***
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall indicate: (a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and (b) In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
D. Submission and Opening of Bids	
ITB 21.1	Bidders shall have the option of submitting their bids electronically.
ITB 22.1	For bid submission purposes only, the Employer's address is : Attention : **The Project Chief** Address : **Upper Trishuli 3A Hydroelectric Project , Trishuli Colony, Nuwakot** The deadline for bid submission is : Date : **2074/02/07** Time:**12:00 Noon**
ITB 25.1	The bid opening shall take place at : Address : **Upper Trishuli 3A Hydroelectric Project, Trishuli Colony, Nuwakot**

	Date : **2074/02/07** Time : **14:00 Hours**
	E. Evaluation and Comparison of Bids
ITB 33.1	Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: ***None***
ITB 34.5	The amount of the performance security be increased by Eight (8) percent of the quoted bid price.
ITB 41.1	Replace ITB Clause 41.1 by 41.1 If a Bidder is dissatisfied with the Procurement proceedings or the decision made by the Employer in Technical Bid, or Price Bid, it may file an application to the Chief of the Public Entity within Seven (7) days of providing the notice under ITB 41.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.
ITB 41.9	Replace ITB Clause 41.9 by: 41.9 The Bidder, filing application pursuant to ITB 41.4, shall have to furnish a cash amount or Bank guarantee from "A" class commercial bank equivalent to ten percent (10%) of Bid Security Amount in case of the review of Technical Bid and zero point one five percent (0.15%) of its quoted Bid amount in case of Review of Price Bid with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 41.4.

SECTION - III
Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders by post-qualification exercise. GoN/DP requires bidders to be qualified by meeting predefined, precise minimum requirements. The method sets pass-fail criteria, which, if not met by the bidder, results in disqualification. In accordance with ITB 32 and ITB 34, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

1. Evaluation

In addition to the criteria listed in ITB, the following criteria shall apply:

Note:

Use the evaluation criteria listed below as appropriate and required for the project.

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity, to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V (Works Requirements).

1.2 Multiple Contracts

Pursuant to Clauses of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

Works are grouped in multiple contracts and pursuant to Clauses of the Instructions to Bidders, the Employer will evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts.

If a bidder submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated requirements regarding:

- Experience
- Financial situation
- Current contract commitments,
- Cash flow capacity,
- Equipment to be allocated, and
- Personnel to be fielded.

1.3 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows: N/A

1.4 Alternative Technical Solutions

Alternative technical solutions, if permitted under ITB 13.4, will be evaluated as follows: N/A

1.5 Quantifiable Nonconformities, Errors and Omissions

The evaluated amount of quantifiable nonconformities, errors and/or omissions shall be determined by ascertaining the price of such effect on an equal basis by adjusting the same to the quoted price of the bid. A bid having minor deviations and having no material deviation to cause any serious effect upon the scope, quality, characteristics, terms and conditions, performance or any other requirements stated in the bidding documents and acceptable to the Employer can be considered to be substantially responsive.

2. Qualification

2.1 Eligibility

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
2.1.1 Conflict of Interest					
No conflicts of interest in accordance with ITB Sub-Clause 4.3.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Bid
2.1.2 Government-owned Entity					
Bidder required to meet conditions of ITB Sub-Clause 4.5.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Forms ELI - 1, ELI - 2, with attachments
2.1.3 UN Eligibility					
Not having been declared ineligible based on a United Nations resolution or Employer's country law, as described in ITB Sub-Clause 4.8.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Bid
2.1.4 Other Eligibility					
Firm Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment

Business Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
VAT and PAN Registration certificate ***(only for domestic bidders)***	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Tax Clearance Certificate/Tax return submission evidence/evidence of time extension for the **F/Y 072/73**	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment

2.2 Pending Litigation

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
2.1.1 Pending Litigation					
All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than **50%** percent of the Bidder's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT - 1

2.3 Financial Situation

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
2.3.1 Historical Financial Performance					
Submission of audited balance sheets and income statements, for	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with

the last 3years to demonstrate the current soundness of the Bidder's financial position. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.					attachments

2.3.2 Average Annual Construction Turnover					
Minimum average annual construction turnover of**NRs100 Million (Rupees Ten Crores Only)** calculated as total certified payments received for construction contracts in progress or completed, within best three years out of **last ten years.**	must meet requirement	must meet requirement	must meet **25%** of the requirement	must meet **40%** of the requirement	Form FIN - 2

Note: The documents shall be substantiated with audited balance sheets. While calculating turnover amount, only the net amount worked out after deducting the amount for VAT shall be computed and such amount shall be adjusted to the present value by applying the National Wholesale Price Index: Overall Index of Nepal Rastra Bank. The inflation of turnover amount shall be applicable for Nepalese Currency only.

2.3.3 Financial Resources					
Using Forms FIN - 3 and FIN - 4 in Section IV (Bidding Forms) the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet : ❑ The following cash-flow requirement **NRs. 25 Million (Rupees Two Crores Fifty Lakhs Only)**.	must meet requirement	must meet requirement	must meet **25%** of the requirement	must meet **40%** of the requirement	Form FIN - 3 and Form FIN - 4

2.4 Experience

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
2.4.1 General Construction Experience					
Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the **5(Five)** years prior to the applications submission deadline.	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP - 1

2.4.2 Specific Construction Experience					
(a) Contracts of Similar Size and Nature					
Participation as Prime contractor, management contractor, or subcontractor, in following works within the last ten (10) years, that have been successfully or are substantially completed and that are similar to the proposed works: ***Roadwork (including blacktop) with a value of at least NRs. 140 Million in a single (One) contract, OR*** ***Roadwork, (including blacktop)each with a value of at least NRs 70 Million in maximum 2 (Two) numbers of contracts***	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 1

Note:

1. The substantially completion of the work is the 80% completion of work scope as specified in the contract and shall be certified by the employer.
2. In case of sub-contractor, sub-contracting shall be certified and issued by the employer or consultant on behalf of employer.
3. While calculating the amount of specific experience, only the net amount worked out after deducting the amount for VAT shall be computed and such amount shall be adjusted to the present value by applying the price index of Nepal Rastra Bank. The value will be brought to the current value using the annual inflation rate (National wholesale Price Index; Overall Index) published by the Nepal Rastra Bank. This is applicable for Nepalese Currency only.

(b) Construction Experience in Key Activities					
For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum construction experience in the following key activities :	must meet all requirements	must meet all requirements	not applicable	not applicable	Form EXP - 2(b)
1. The bidders should have completed at least **600** cum of Premix Carpet or Asphalt Concrete Pavement works within one year in the last 10 years. 2. The bidders should have completed at least **4500** cum of Sub-base and/or base Course works within one year in the last 10 years.					

Note:

1. In case of Joint Venture, the above stated Production Rates must be meet by **at least one** partner of the Joint venture.
2. The quantity of the works for one year shall be considered as average quantity of work done in one year over the contract period i.e. it will be evaluated as the total quantity done divided by contract period in years. The Quantity of other activities shall also be evaluated in similar manner.
3. Rate of production of key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities). Any type of production rates of quantities stated in the experience certificate shall not be considered during evaluation and production of rates shall be evaluated in per year during evaluation.
4. If the contract duration is less than one year, the production quantities shall be calculated considering the activity(or activities)performed in one year.
5. The minimum experience required for multiple contracts will be the sum of the minimum requirements for respective individual contracts.
6. For contracts under which the Bidder participated as a joint venture member or sub-contractor, the Bidder's experience shall be considered full to meet this requirement irrespective of the bidder's share in the joint venture or sub-contractor.
7. The substantially completion of the works is the 80% completion of work scope as specified in the contract and shall be certified by the employer.

2.5 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Numbers	Min Academic Qualification reqd.	Total Work Experience [Years]	Experience in Similar Works [years]
1.	Project Manager	1	Bachelor in Civil Engineering or equivalent	10 years	5 years
2.	Civil Engineer	1	Bachelor in Civil Engineering or equivalent	5 years	3 years
3.	Surveyor	1	Certificate in Civil Engineering or intermediate level + Surveyor's Training, or Diploma in Geomatics engineer	3 years	1 years
4.	Civil Overseer / Quality Control Engineer	2	Certificate in Civil Engineering	5 years	2 years

In case the bidder proposes to consider Personnel that may be spared from committed/ongoing contracts for evaluation, the bidder shall provide details of personnel which will be spared from such committed/ongoing contracts based on the physical progress at the date of bid submission. The details so submitted by the bidder and the physical progress of the ongoing contracts only the spared personnel shall be taken into the consideration during evaluation.

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section IV (Bidding Forms).

2.6 Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Min. Number Requirement
1	Dump trucks 5 m^3 or more	4 (Four)
2	Concrete mixer 10 cft or more	2 (Two)
3	Excavator 0.6 m^3 or more	1 (One)
4	Loader 2 m^3 or more	1 (One)
5	Motor Grader, 100HP	1 (One)
6	Pneumatic Roller, 8T	1 (One)
7	Bitumen sprayer	1 (One)
8	Bitumen mixer	1 (One)
9	Total station/Theodolite	1 (One)
10	Leveling Machine	2 (Two)

In case the Bidder proposes to consider Equipment that may be spared from committed/ongoing contracts for evaluation, the Bidder shall provide details of Equipment which will be spared from committed / ongoing contracts clearly demonstrating the availability of such equipment with respect to the physical progress of the ongoing contracts on the date of bid submission. Based on the details so submitted by the Bidder, only the spared equipment proposed for the contract shall considered for evaluation.

In case of Equipments to be leased/hired the same procedures as mentioned above shall apply. The Bidder must demonstrate that it has the key equipment listed hereafter.

i. For the equipments under Bidder's ownership

No.	Equipment Type and Characteristics	Total Nos. of Equipments under Bidder's Ownership	No. of Equipments engaged/proposed for ongoing/committed contracts	Nos. of Equipments proposed for this contract
1.				
2.				
3.				
4.				
5.				

ii. For the equipments to be leased/hired

No.	Equipment Type and Characteristics	Total Nos. of Equipments under the ownership of lease/hire provider	No. of Equipments engaged/committed for other works	Nos. of Equipments proposed to be leased/hired for this contract
1.				
2.				
3.				

4.				
5.				

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV (Bidding Forms)

The Bidder/Lease Owner shall be solely responsible for the data provided. However, this shall not limit the right of employer to verify the authenticity of submitted information.

SECTION - IV

Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of its Bid.

Letter of Technical Bid

The Bidder must accomplish the Letter of Technical Bid in its letterhead clearly showing the Bidder's complete name and address.

Date: .....

Name of the contract: .....

Invitation for Bid No.: .....

To:
The Project Chief,
Upper Trishuli 3A Hydroelectric Project,
Betrawati, Rasuwa.

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;
(b) We offer to execute in conformity with the Bidding Documents the following Works: **Upgrading of Road from Trishuli Colony to Salakhu Khola (UT3A-02-2073/74).**
(c) Our Bid consisting of the Technical and the Price Bid shall be valid for a period of **120** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries or any countries [insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier];
(e) We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;
(f) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
(g) We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.5;
(h) We declare that, we including any subcontractors or suppliers for any part of the contract do not have any conflict of interest in the proposed procurement proceedings and we have not been blacklisted as per ITB 3.4 and punished for an offense relating to the concerned profession or business.
(i) We agree to permit the Employer/DP or its representative to inspect our accounts and records and

other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.

(j) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section III (Evaluation and Qualification Criteria) and our technical proposal, or as otherwise agreed with the Employer.

Name: .....

In the capacity of .....

Signed ……...

Duly authorized to sign the Bid for and on behalf of ……

Date ……....

Bid Security

Bank Guarantee

Bank's Name, and Address of Issuing Branch or Office
(On Letter head of the 'A' class Commercial Bank)

Beneficiary: **Upper Trishuli 3A Hydroelectric Project, Betrawati, Rasuwa**

Date: ……...

Bid Security No.: .....

We have been informed that . ……. .[insert name of the Bidder] (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") to you for the execution of **Upgrading of Road from Trishuli Colony to Salakhu Khola** under Invitation for Bids No. **UT3A-02-2073/74** ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we……. . name of Bank. …….. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . ……...amount in figures ……. (. …….. .amount in words …….) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn or modifies its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
(c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
(d) is involved in fraud and corruption in accordance with the ITB

This guarantee will remain in force up to and including the date ……number……days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not letter than the above date.

This Bank guarantee shall not be withdrawn or released merely upon return of the original guarantee by the Bidder unless notified by you for the release of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

. . .Bank's seal and authorized signature(s) . . .

Note:

The bid security of ……..……. has been counter guaranteed by the Bank ……..……... ...…… on ……... ....……..……. (Applicable for Bid Security of Foreign Banks).

Technical Proposal Format

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others

Personnel

Form PER - 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

No.	Name	Position*	Academic Qualification	Total Work Experience [Years]	Experience in Similar Works [years]
1.					
2.					
3.					
4.					
5.					

* As listed in Section III (Evaluation and Qualification Criteria).

Form PER - 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation.

Position*		
Personal Information	**Name**	**Date of Birth**
	Professional qualifications	
Present employment	**Name of employer**	
	Address of employer	
	Telephone	**Contact (manager/personnel officer)**
	Fax	**E-mail**
	Job title	**Years with present employer**

Summarize professional experience over the last twenty years in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	**To***	**Company, Project, Position and Relevant Technical and Management Experience***

Note:

In case of e-submission the Resume of Proposed Personnel shall be submitted on notification by the Employer as per ITB 27.

In case of Engineer, copy of certificate of registration of Nepal Engineering Council (NEC) shall be attached and the council no. shall be mentioned in the resume.

Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

For the equipment under Bidder's ownership

No.	Equipment Type and Characteristics	Total Nos. of Equipment under Bidder's Ownership	No. of Equipment engaged/proposed for ongoing/committed contracts	Nos. of Equipment proposed for this contract
1.				
2.				
3.				
4.				
5.				

(i) For the Equipment to be leased/hired

No.	Equipment Type and Characteristics	Total Nos. of Equipment under the ownership of lease/hire provider	No. of Equipment engaged/committed for other works	Nos. of Equipment proposed to be leased/hired for this contract
1.				
2.				
3.				
4.				
5.				

Type of Equipment*		
Equipment Information	**Name of manufacturer**	**Model and power rating**
	Capacity*	**Year of manufacture**
Current Status	**Current location**	
	Details of current commitments	
Source	**Indicate source of the equipment** **🗀 Owned 🗀 Rented 🗀 Leased 🗀 Specially manufactured**	

The following information shall be provided only for equipment not owned by the Bidder.

Owner	**Name of owner**	
	Address of owner	
	Telephone	**Contact name and title**
	Fax	**email**
Agreements	**Details of rental / lease / manufacture agreements specific to the project**	

Note:

In case of e-submission the "Agreements" shall be submitted on notification by the Employer as per ITB 27.1

Bidder's Information and Qualification Format

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. 2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2. 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.	

Form ELI - 2: JV Information Sheet

Each member of a JV must fill in this form

JV / Specialist Subcontractor Information	
Bidder's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
1. articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. 2. Authorization to represent the firm named above, in accordance with ITB 20.2. 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.	

Form LIT - 1: Pending Litigation

Each member of a JV must fill in this form

Pending Litigation			
☐ No pending litigation in accordance with Criteria 2.2 of Section III (Evaluation and Qualification Criteria) ☐ Pending litigation in accordance with Criteria 2.2 of Section III (Evaluation and Qualification Criteria)			
Year	**Matter in Dispute**	**Value of Pending Claim in NRS**	**Value of Pending Claim as a Percentage on Net Worth**

Form FIN - 1: Financial Situation

Each Bidder or member of a JV must fill in this form

Financial Data for Previous 3 Years [in NRS]		
Year 1 :	**Year 2 :**	**Year 3 :**

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profit Before Tax			
Profit After Tax			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified auditor.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Note:
In case of e-submission the attachments should not be uploaded but shall be submitted on notification by the Employer as per ITB 27.

Form FIN - 2: Average Annual Construction Turnover

Each Bidder or member of a JV must fill in this form

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed to NRs at the end of the period reported.

Annual Turnover Data for the Last 10 Years (Construction only)	
Year	**Amount Currency**

- **Average Annual Construction Turnover (Best three years within the last 10 years)**

Form FIN - 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria).

Financial Resources		
No.	**Source of financing**	**Amount (in NRS)**
1		
2		
3		

Note :

The letter from the Bank must be unconditional.

Form FIN- 4: Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments									
No.	**Name of Contract**	**Name of the Contractor/s**	**Employer's Contact Address, Tel, Fax**	**Contract Amount**	**Contract Date**	**Contract Duration**	**Value of outstanding works [NRS]**	**Estimated Completion Date**	**Average Monthly Invoicing [NRS/month]**
1									
2									
3									
4									
5									
6									

Form EXP - 1: General Construction Experience

Each Bidder or member of a JV must fill in this form.

General Construction Experience				
Starting Month Year	**Ending Month Year**	**Year**	**Contract Identification and Name and Address of Employer Brief Description of the Works Executed by the Bidder**	**Role of Bidder**

Form EXP - 2(a): Specific Construction Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No…… of…..	**Contract Identification**		
Award Date		**Completion Date**	
Role in Contract	☐ **Contractor**	☐ **Management Contractor**	☐ **Subcontractor**
Total Contract Amount	☐ **NRS ……..**		
If Partner in a JV or subcontractor, specify participation of total contract amount	**Percent of Total**	**Amount**	
Employer's Name **Address** **Telephone/Fax Number** **E-mail**			
Description of the similarity in accordance with Criteria 2.4.2 (a) of Section III			
Roadwork (including blacktop) with a value of at least NRs. 140 Million in a single (One) contract, OR ***Roadwork, (including blacktop)each with a value of at least NRs 70 Million in maximum 2 (Two) numbers of contracts***			

Form EXP - 2(b): Specific Construction Experience in Key Activities

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No…… of……..	**Contract Identification**		
Award Date		**Completion Date**	
Role in Contract	🗀 **Contractor**	🗀 **Management Contractor**	🗀 **Subcontractor**
Total Contract Amount	🗀 **NRS ……..**		
If Partner in a JV or subcontractor, specify participation of total contract amount	**Percent of Total**	**Amount**	
Employer's Name **Address** **Telephone/Fax** **Number** **E-mail**			
Description of the similarity in accordance with Criteria 2.4.2 (a) of Section III			
1. The bidders should have completed at least **600** cum of Premix Carpet or Asphalt Concrete Pavement works within one year in the last 10 years. 2. The bidders should have completed at least **4500** cum of Sub-base and/or base Course works within one year in the last 10 years.			

Part - II

REQUIREMENTS

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SECTION - V
Works Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

Scope of Work

Description of project

1. Introduction

The Upper Trishuli 3A Hydroelectric Project (UT3AHEP) is located in Rasuwa and Nuwakot Districts of Bagmati Zone in Central Development Region of Nepal. The project is located on Trishuli Khola, which is a major tributary of Narayani River.

In order to provide better accessibility to the local people of the region as well as to the Upper Trishuli 3A Hydroelectric Project (UT3AHEP), concept of upgrading the existing road from Trishuli NEA Colony, Salakhu Khola was initiated. In this aspect, Nepal Electricity Authority, UT3AHEP intends to upgrade the existing access road in the feeder road standard.

2. Purpose of the Project

A reliable access road is required from Hattigauda to Champani (the project site of UT3BHEP). This road will facilitate in construction and operation of the Power Project.

The existing road starts from Hattigauda (NEA Colony) and passes through Hattigauda, Khadakathok, Ranathok, Lamatar, Junetar, Khinchet, Agutar, Japhati, Chanautetar, Akkare Bazar, Chhipitar, Karmetar, Tupchetar, Sole Bazar, Jamune, SalakhuKhola. From Champani UT3A Hydroelectric Project is upgrading the existing access road to the project site.

People residing in the villages and adjoining area will be benefited as well from this road alignment.

3. Location

The proposed road is located in Bidur Municipality and Tupche VDC of Nuwakot district in the Central Development Region of Nepal. The proposed road comprises of about 9 km existing road which shall be upgraded for access from Hattigauda to Salakhu Khola and about 450m road to Uttargaya. The route of the existing road is along the right bank of Trishuli River almost parallel to the river moving along.

4. Transportation and Communication Facilities

a. Transportation

The existing road up to Salakhu khola is earthen fair weather/Gravel road.

b. Communication

Communication facilities are being improved in the project area. CDMA services are available at Solay Village and other places along the proposed access road alignment. The mobile service is providing good communication at certain places of the Project area.

c. Electrification at Project area

There is 11 kV transmission line of NEA up to Sole village.

d. Banks and Police Station

Banking Services are available in Trishuli Bazar and Betrawati. Police stations are established at Trishuli Colony and Betrawati.

5. Preliminaries and General Provisions

a. Reference to other Clauses

Throughout this document, references are occasionally made to other Chapters or Clauses in this and other documents. All such references are intended solely for the convenience of those using the

Document, and the absence of a reference in no way excludes the application of every other Chapter or Clause in this and other documents which may, in the opinion of the Employer, have any bearing upon the point in question. The documents shall be read and applied as a whole.

b. Access to Site

Access to site is by road up to Trishuli Colony.

Kathmandu – Trishuli 72km (Asphalt Road)

Within the above restrictions the Contractor is solely responsible for all his transports and transport needs to the Site. He shall have to collect all necessary information and made his own assessment of the conditions he will meet, assess his means of transport accordingly and calculate all ensuing costs into his Bid prices.

The Works consist of Upgrading of Road from Trishuli Colony to Salakhu Khola Ch.0+000 to 8+840 and about 450m road to Uttargaya. The Works to be executed will comprise mainly the following items:

a. Earthworks
b. Structures (Dry/Gabion/Masonry)
c. Pipe Culverts/Causeways
d. Side drain, Slope Stabilization Works
e. Sub grade preparation, Sub-base, Base coarse works
f. Prime coat, tack coat, Premix carpet Pavement works

Specifications

Standard Specifications for this Contract shall be the "Standard Specifications for Road and Bridge Works" issued under the authority of Government of Nepal, Ministry of Physical Planning and Works, Department of Roads (Ashadh, 2058 / July, 2001) which could be separately purchased from the DOR Central Laboratory, Chakupat, Lalitpur at the bidder's own cost.

Special Provisions for Specifications

The Special Provisions contained herein shall be read in conjunction with the Standard Specifications and shall supplement, replace or supersede the Standard Specifications as appropriate. Where there is any ambiguity or discrepancy between the Standard Specification and the Special Provisions, the Special Provisions shall have preference and shall govern.

Section 100:

102 Accommodation of Traffic

(3) Temporary Diversions

Delete sub-clause 102 (3) (j) Removal of Diversions and substitute:

(j) When traffic is routed permanently onto the new road following the completion of construction, the diversions which are no longer required shall be removed and the ground reinstated to its original condition. This work shall include the establishment and maintenance for at least one year of suitable replacement vegetation to ensure full rehabilitation and protection of the disturbed area.

(4) Accommodation of Traffic Where Road is constructed in Half Widths

Delete the second sentence of the first paragraph of Section (4) Accommodation of Traffic where Road is Constructed in Half Widths and replace with:

The maximum length of one-way working shall be 500 meters. This length may be further reduced if visibility is reduced at bends. All sections of half width working shall be controlled by traffic lights, stop/go boards or flagmen throughout the period of half width working.

Delete the fourth paragraph and substitute the following:

The Contractor shall provide and maintain for the period of construction, traffic control and safety devices including Traffic Signs, Barricade Boards, Traffic Cones, Lighting Devices etc., at all locations where work is in progress in accordance with "Safety at Road Works: A Code of Practice for Signing at Road Works" from the Department of Roads Traffic Signs Manual.

Material and equipment temporarily stored on, or adjacent to, the existing roadway shall be so placed, and the work at all times, shall be so conducted as to cause minimum disruption to the travelling public. Warning signs and barriers will be required to separate the Contractor's material and equipment from the public.

The Contractor will not be permitted to have excavations open on both sides of the road at a particular chainage such that there is a step adjacent to public traffic which may create a danger to traffic i.e. the excavation and backfilling with sub-base or base shall be flush with the existing road level on one side before excavation can proceed on the other side of the road.

During construction for operations which require one way traffic the Contractor shall be responsible for the removal of broken down vehicles including vehicles damaged in accidents and shall maintain one way uninterrupted traffic flow at all times (except at those times as agreed with the Engineer where it is necessary to temporarily close the road).

The Contractor shall programme his work so as to reduce as far as is practicable, disruption to all road users during construction of the Works and maintain traffic control measures for the safety of traffic at all times. To assist with compliance of this requirement the Contractor will be restricted in use of single lane traffic working as described below.

Within any 5 kilometer section of the Site the length of road available to the Contractor for major pavement construction at any one time involving single lane traffic control shall be restricted to 2 separate sections of 500 meter length each provided that the sections are separated by a minimum of 2 km of unobstructed road with two lane traffic working.

The Contractor shall not be permitted to work outside these 500 metre lengths (except on a separate 5 km. section) unless otherwise agreed by the Engineer until the full width of the road is again open to traffic.

The Contractor shall provide with his time/location programme and detailed construction schedule, a list of proposed 500 metre lengths with chainage location showing where he intends to commence his pavement construction. The Engineer shall approve these locations without undue delay subject to compliance with this Clause and the Contractor will then be given access to these sections. Subsequent sections shall be requested and the Engineer shall approve them in accordance with the above procedure.

Other work such as extension to culverts or work which may be carried out without disruption to traffic, either vehicular or pedestrian, may be undertaken in a properly programmed manner outside these limits with prior approval from the Engineer.

The Contractor shall ensure that sufficient labour, equipment and material (including gravel wearing course and ottaseal) is available in approved stockpiles for the completion of any 500 m half width section under construction.

Before any subsequent 500 meter section is made available to the Contractor, the Contractor shall demonstrate that he has sufficient labour, equipment and material available in approved stockpiles to progress the Works. If in the opinion of the Engineer, this is not demonstrated the Contractor shall not be permitted to start work on the subsequent section.

The Contractor may propose alternative working procedures which will be subject to the Engineer's approval before implementation.

Except as is allowed for in the above no traffic other than construction traffic shall be allowed on any earthwork or pavement layer until a surfacing has been applied either as a sanded prime or single surface treatment. The approval of the Engineer shall be required before traffic is allowed to pass over newly constructed road. Any defects caused by traffic passing over the construction layers shall be remedied in accordance with these Specifications.

The Contractor shall be fully responsible for traffic control.

103 Publicly and privately owned services

Delete the whole contents of Sub clause (7) and substitute with:

The Contractor shall ascertain the location of all access paths, watercourses, irrigation channels, sewers, drains, water pipes, electricity and telecommunication cables and other services and structures which may be encountered during the execution of the works. He shall temporarily support or divert and subsequently reinstate all such services and structures as necessary and to the satisfaction or the Engineer. As soon as any such service or structure is encountered on, over, under, in or through the Site during the performance of the Contract, the contractor shall make a record of the location and description of such service or structure and shall send the same forthwith to the Engineer.

Where permanent diversion or support of such service or structure is rendered necessary as an unavoidable result of the execution and maintenance of the Works in accordance with the Contract, the Engineer after consultation with the Employer will instruct the Contractor as to the diversion or support to be provided. All operations necessary for the execution of the Works shall be carried out so as not to interfere unnecessarily or improperly with the convenience of the public, or the access to, use and occupation of public or private roads and footpaths or of properties whether in the possession of the Government or any other person.

Add new sub clause (8):

(8) No separate measurement and payment shall be made for the work of temporarily supporting, protecting, diverting and subsequently reinstating the publicly and privately owned services. But measurement and payment shall be made for the construction of permanent new structures/services in lieu of existing structures/services and removal or shifting of services/utilities after getting approval from the Engineer.

104 Survey and Setting Out

Add the following to Sub-Clause (6):

"If at any time the contractor believes that there exists a discrepancy between the location of the works as defined by the setting out and the apparent location of the works as shown in the plans he shall immediately inform the Engineer and request clarification."

Add the following to Sub-Clause (7):

"Some survey data of the project site is held by the Engineer and this survey data will be made available to the contractor in digital format. But the existing profile and cross sections shall be checked against the survey data by the contractor and, should any changes be found necessary in the Survey Traverse Points and Bench Marks, after the procedures required in Sub-Clauses (1) and (2) above, the existing data set shall be amended accordingly. Should the Engineer consider that design modifications of the centre line and/or gradient is relevant or if the contractor find that the existing survey data set is inadequate or inaccurate in any area of the works, the Engineer shall issue detailed instructions to the contractor and the contractor shall perform the necessary modifications in the field, as required, and modify the cross sections accordingly.

The final survey data set so obtained in combination with the final horizontal and vertical alignment of the road shall form the basis for the measurements and payments. Measurement shall be based on a Digital Terrain Model generated from the agreed survey data set with the final designed road horizontal and vertical alignment and road cross section, including any widening and super elevation, applied. The model will be used to generate cross-sections complete with cut and fill data at intervals up to 20 meters in the hill areas. Measurement of volumes and areas of earthworks items shall be derived from these cross sections.

The software currently used for the preparation of survey and design data is SW-Roads developed by Softwel (P) Ltd. of Kathmandu, Nepal. Should the contractor wish to use alternative software he may propose this to the Engineer. He will be required to demonstrate that his proposed alternative is at least as accurate as and is functionally equivalent in all respects to SW-Roads. Should the Engineer agree to the use of the alternative software, the contractor shall be entirely responsible for the adaptation under the supervision of the Engineer of all input data to the alternative software requirements and for the training of the Engineer's personnel in the use of the alternative software. In the event that alternative software is approved, the contractor shall supply the Engineer with two, fully licensed, copies of the alternative for the exclusive use of the Engineer.

Delete paragraph (c) of Sub-Clause (9) in its entirety.

106 Diversion Bridges

In the first line of sub-clause (1) delete the words "as required by the contract" and substitute:

"wherever required by the execution of the Works to maintain traffic"

Delete the second and third sentences of sub-clause 3.

Delete the wording of sub-clause (4) in its entirety and substitute:

"No separate measurement and/or payment shall be made for the work required under this clause. All costs in connection with the work specified herein shall be considered included in the related items of work provided in the Bills of Quantities."

107 Maintenance of the Road

Delete the fourth paragraph of sub-clause 107 (1) and substitute:

The Contractor shall perform the maintenance works as often as required to keep the carriageway, shoulders, adjoining structures and roadside slopes stable and in proper working order to the satisfaction of the Engineer. The Contractor shall strictly adhere to the stipulations of the latest publication of the document **"Road Maintenance Manual"** published by the Department of Roads.

The Contractor shall employ the length workers, who are working in the routine maintenance of the Project road. He shall pay the wages and perks (at least at par with that provided by the concerned Division Road Offices) to the workers as per the Conditions of the Contract with the Department of Roads/Roads Division Office/Project Office.

(2) Measurement and Payment

Delete the wording of article (2) in its entirety and substitute:

"No separate measurement and/or payment shall be made for the work required under this clause. All costs in connection with the work specified herein shall be considered included in the related items of work provided in the Bills of Quantities."

109 Environmental Protection Works

Delete the second paragraph and substitute:

The Contractor shall take all precautions for safeguarding the environment during the course of construction of the works. He shall abide by all prevailing laws, rules and regulations governing pollution and environmental protection. In particular, the Contractor shall fully comply with the environmental protection mitigation measures specified in the latest version of the project's specific Initial Environmental Examination or Environmental Management Action Plan, as provided by the Engineer. If any activity of the Contractor may cause damage to the environment in ways not envisaged under project-specific documents, then he shall comply with the measures specified in the latest publication of **"Environmental Management Guidelines"** published by the Department of Roads.

Delete the third paragraph and substitute:

The Contractor shall prohibit employees from any use of explosives, poaching of wildlife and cutting of trees or branches. The Contractor shall be responsible for the action of his employees.

(1) Borrow/Quarry Sites

Before first paragraph add following:

The contractor shall obtain approval from the Engineer of all material sources before extraction. All sources of materials used under the Contract shall require such approval regardless of whether the material is obtained directly by the Contractor or supplied indirectly by others. The Contractor is not allowed to use the right of way for the borrow pit.

In the first set of bullet points, delete the words "they may be environmentally unsuitable" in point (iii) and substitute:

"they may lead to general environmental or instability problems or may be environmentally unsuitable in any other way"

At the end of sub-clause (1) add the following:

The Contractor shall not deposit excavated material on land in Government or private ownership except where approved by the Engineer in writing or by leave in writing of the authority responsible for such land in Government ownership or of the owner or responsible representative of the owner of such land in private ownership and only then in those places and under such conditions as the authority, owner or responsible representative may prescribe.
Any quarry operated as part of this Contract shall be maintained and at the end of the Contract left in a stable condition without steep slopes and be either refilled or drained and be landscaped by appropriate planting. Rock or gravel won from a river shall be removed over some distance so as to limit the depth of material removed at any one location and not to disrupt the river flow or damage or undermine river banks.

Add to this Article:

LAND REQUIRED FOR THE WORKS

1. The land available to the Contractor free of charge shall be that to be occupied for the Permanent Works.
2. It is the responsibility of the Employer to ensure that this land is made available and, in the event of objections being raised by the current occupiers or users, the Contractor shall immediately report the circumstances to the Engineer.
3. All necessary negotiations, agreements and payments for additional land for whatever purpose, shall be the responsibility of the Contractor.
4. The Contractor shall indemnify the Employer and the Engineer against any claims or proceedings resulting from the occupancy and use of such areas of additional land.

(2) Disposal of Spoil and Construction Waste

Insert additional paragraph to clause 109 (2) Disposal of Spoil and Construction Waste, between existing first and second paragraphs

Under no circumstances whatsoever shall the Contractor allow spoil from any excavation or cut to fall or be pushed down the slope below. In any situation where this occurs by accident or by purpose, the Contractor shall, at his own cost, remove the debris to a location approved by the Engineer and make good the affected area through appropriate structures and re-vegetation as specified by the Engineer and following guidelines published in the Department of Roads' manual **"Roadside Bio-Engineering"**. Failure in compliance with the Engineer's instruction in respect of spoil disposal will lead to a reduction or with-holding of payment.

Add an additional paragraph after the existing second paragraph

Any construction waste that includes bitumen products, unused cement, fuel, oil or plastics shall be disposed of in a Government-approved landfill site. If this is not practical then it may be disposed of by burial in a specially excavated pit at a site approved by the Engineer. Land compensation shall be paid by the Contractor for the area occupied by the pit as if for permanent construction. If the land is owned by the Government, then the Contractor must obtain written permission from the appropriate authority for its use in this manner, and must pay any royalties due. The pit shall be located at least 100 meters from any seasonal or permanent water course or spring. A hole shall be excavated below ground level so that, when the original surface profile is regained through backfilling, the disposed waste is covered by at least two meters of soil. Following the closure of the waste disposal site, the Contractor shall provide any structures necessary to prevent erosion and shall vegetate the topsoil with appropriate plants.

(3) Provision and Maintenance of Camps, Offices, Stores, Equipment Yards and Workshops

Replace the first paragraph of the sub-clause 109(3) with the following:

The Contractor shall provide and maintain such accommodation and amenities as necessary for all his staff and labour, employed for the purposes of or in connection with the Contract, including all fencing, water supply (both for drinking and other purposes), electricity supply, sanitation, cookhouses and other requirements in connection with such accommodation or amenities. On completion of the Contract, unless otherwise agreed with the Employer, all the temporary camps/housing provided by the Contractor shall be removed and the site(s) reinstated to its (their) original condition, all to the approval of the Engineer.
All accommodation facilities of whatsoever nature provided by the Contractor shall be provided with adequate sewage and wastewater collection and treatment facilities to a design and of a capacity approved by the Engineer. Under no circumstances shall untreated sewage or wastewater be discharged to the natural environment.

(6) Provision of First Aid/Medical Facilities

Add the following after last paragraph

The Contractor shall provide information to his workers on methods of avoiding sexually transmitted diseases and infection by HIV/AIDS.

(9) Hazardous Materials

Delete all three paragraphs and substitute with the following :

Hazardous materials such as cement, lime, bitumen and emulsion, paint, fuels, oils, battery acids, pesticides and herbicides. The Contractor may not store hazardous materials such as cement, lime, bitumen and emulsion, paint, fuels, oils, battery acids, pesticides and herbicides within 100 meters of seasonal or permanent water courses or springs. They must be housed in secure weather-proof buildings and protected against attacks by vermin and accidental contact by children.

Any worker handling hazardous materials must be appropriately equipped as described in sub-clause 109 (10) below.

Any hazardous material requiring disposal must be handled as described in sub-clause 109 (2) above.

Renumber existing clauses 109(10) to 109(14): Reinstatement of Environment and 109 (11) to 109 (17): Measurement and Payment

Insert new clause 109 (10): Provision of Safety Clothing and Equipment

(10) Provision of Safety Clothing and Equipment

The Contractor shall provide all labourers, supervisors and site staff with suitable basic safety helmets, boots, clothing, etc.

All workers and supervisory staff when on any site shall wear the basic safety clothing specified. Where additional safety equipment is required by nature of the site, then all workers and supervisory staff on any part of that site shall use the additional equipment in addition to the basic safety clothing specified.

In hot weather the Contractor shall provide appropriate lightweight safety equipment, such as cotton gloves in place of rubber gloves and canvas boots in place of rubber boots.

The Contractor shall be responsible for ensuring that all his employees and the employees of any Subcontractor and any visitor to the site complies with the Engineer's requirement to use safety clothing and equipment at all times. Failure in compliance with the Engineer's instruction in respect of safety clothing and equipment may lead to a suspension of works and a reduction or with-holding of payment until the Contractor complies.

Insert new clause 109 (11): Dust Nuisance

(11) Dust Nuisance

The Contractor shall avoid creating any high concentration of airborne dust or smoke within 100 metres of a house or other occupied building, or in situations likely to affect people, animals, crops or natural vegetation.

Dust from moving construction plant and road traffic shall be controlled by the regular spraying of water on to road surfaces. The Contractor is responsible for all water spraying and the erection and maintenance of adequate speed bumps. The Engineer may instruct additional measures at his discretion.

Where earthwork excavations cause dust to blow into areas where it causes a nuisance, the Contractor is responsible for altering the schedule of works to minimize the nuisance. This may involve restricting the timing of work to certain hours of the day or completing works and restoring a dust-free surface as rapidly as possible. The Engineer may instruct additional measures at his discretion.

Insert new clause 109 (12): Noise Pollution

(12) Noise Pollution

The Contractor shall take every precaution to control excessive noise resulting in disruption to the local population and to wildlife. All static plant shall be located at least 100 meters from occupied buildings and at least 800 meters from sites deemed by the Engineer to have sensitive wildlife. The Engineer may require the construction of baffles or bunds around noisy plant in order to reduce the pollution caused.

Add new clause 109 (13): Special Provisions for Sensitive Ecology

(13) Special Provisions for Sensitive Ecology

In addition to the provisions of other clauses, the Engineer may require the Contractor to undertake special provisions to protect any plant or animal deemed to be environmentally sensitive or otherwise worthy of unusual protection.

Renumber existing clause 109 (10) to 109 (14)

(14) Reinstatement of Environment

Add between existing two paragraphs:

The Contractor shall reinstate the environment of areas polluted by the use or spillage of hazardous materials as defined in sub-clause 109 (9). All such materials and polluted soil will be removed to a safe disposal site as described in sub-clause 109 (2) Disposal of Spoil and Construction Waste. The site will then be restored and revegetated as described above. This provision applies in particular to all areas affected by bitumen.

Add the following at the end of the existing last paragraph:

The contractor shall reinstate the quarry site at the completion of the works as mentioned in Sub clause 109(1) and/or instructed by the Engineer.

Add new clause 109 (15): Protection of the Environment

(15) Protection of the Environment

The Contractor shall ensure that Site Offices, depots and particularly storage areas for diesel and bitumen are not located near watercourses and are operated so that no pollutants enter watercourses, either overland or through groundwater seepage especially during periods of heavy rain.

The Contractor shall, to the satisfaction of the Engineer, take all necessary precautions for the efficient protection of all surface and subsurface watercourses against all kinds of pollution arising from the execution of the work.
The Contractor shall not be allowed to discharge water containing silt, sand, cement or any other polluting materials such as sewage or hazardous materials into flowing or stagnant water bodies.

The Contractor shall ensure that at all locations where his labour force are living or working, other than labour living in their own homes, adequate facilities are provided to collect and treat all sewage and wastewater and to ensure that the outflows from such treatment facilities comply with recognized national or international standards for sewage treatment discharges.

The Contractor shall ensure that fuel wood is not used as a means of heating during the preparation or processing of any materials forming part of the Works.

The Contractor shall take special precautions in connection with the establishment of storage facilities for diesel fuel, petrol, lubricants, bitumen and bituminous materials. Storage facilities shall not be placed in rock-fall prone areas nor shall they be located within 500 meters of existing watercourses. They shall have barriers and impervious surfaces preventing leakages of spilt material outside the storage area or into the underlying soils. The Contractor shall present his plans for such facilities to the Engineer for his approval prior to their establishment. Such approval shall not reduce the Contractor's responsibility to prevent all such leakage nor his liability to remedy the damages which may be caused should such incidents occur. The Contractor shall ensure that all spoil or material removed from drains is disposed of to designated stable tipping areas approved by the Engineer.

The Contractor shall ensure that any cut or fill slopes are planted in grass or other approved plant cover as soon as possible to protect them from erosion. This planting shall follow the recommendations in the Nepali manual entitled "Vegetative Structures for Stabilising Highway Slopes" (DoR), or the requirements of the Specification as directed by the Engineer.

The water used in road construction shall not be allowed to affect water availability in the local communities. Where a scarcity of water is expected to arise, the contractor shall explore and tap alternative sources of safe water. In case of interference with the water supply of a settlement, the contractor is liable to provide the affected population with potable drinking water from alternative sources at no extra cost to the contract or the local people.

Renumber existing clause 109 (11) to 109 (16): Measurement and Payment

(16) Measurement and Payment

Delete the paragraph and substitute with the following:

No separate measurement and payment shall be made for the works described in this clause.

110 Photographs

Add to this Clause:

The Contractor shall provide a monthly record of the Works with photographs taken at locations and times determined by the Engineer. Proofs shall be provided for the Engineer to select the photographs to be used for record purpose. The negative or electronic copy and two full plate colour prints, suitable referenced and mounted in albums shall be supplied to the Engineer.

The Contractor may propose the use of digital images in place of conventional photographs.

112 Notes about Measurement and Payment

In sub-clause (1) Measurement, delete the whole of the second paragraph and substitute:

The tolerances given in these Specifications are for the evaluation of the accuracy to which work has been constructed and for determining whether work should be accepted or rejected. The measurement of work done shall be based on the actual measured quantity of acceptable work executed except that, where the actual quantity is greater than the quantity which would have resulted from the precise designed or instructed dimensions and/or levels then the payable quantity shall be limited to the quantity determined on the basis of calculation using the designed or instructed dimensions and/or levels.

113 National Specifications

Add the following:

The Contractor shall provide and/or make available the Standards as shown in the Appendices. There shall be no separate payment for the provision of such standards and payment shall be deemed to be included in the Contractor's rates for the provision of the Laboratory. In the event of the failure of the Contractor to provide documents for the required standards the Engineer shall purchase the document and deduct the cost from the Running bill.

116 Programme

Add the following at the end of the clause:

This clause should be read in conjunction with the clause no. 8.3 of GCC.

The contractor shall submit at the end of each working week a detailed work programme for the next fortnight.

Add the following clauses:

117 Provision of Insurances

The Contractor shall provide all necessary Insurances as required and detailed in the Tender Documents, Conditions of Contract or this Specification.

Measurement shall be as lump sum payments for all expenditure with regard to the provision of Insurances. Payment of the lump sums shall be made under the relevant items in the Bill of Quantities on submission to the Engineer of acceptable Insurance policies, as required by the Conditions of Contract, with proof of payment of Insurance premiums. Where premiums are for one year only, 35% of the quoted lump sum shall be paid for the first year of the Contract period with a further 35% being paid on presentation of proof of payment of premiums for the rest of the construction period and the remaining 30% being paid on presentation of proof of payment of premiums for the Defects Liability period.

118 Legal relations and Responsibility to the Public

The Contractor shall take the steps necessary to comply with the terms of the Conditions of Contract, particularly in respect of the insurances and indemnities required, and he shall comply with all regulations of statutory authorities.

119 Contractor's Establishment on Site Office, Equipment Testing Facilities etc.

It is the Contractor's responsibility to acquire land for the sitting of all his offices, accommodation, stores, testing facilities, equipment yards and workshops and for all temporary works and for the reinstatement of such land on

completion of the Contract to the satisfaction of the owners and of the Engineer. The Contractor shall obtain the approval of the Engineer to the sitting of offices, accommodation, stores, testing facilities, equipment yards and workshops before such land is acquired and he shall indemnify the Employer against all claims and charges in respect of the occupation, use and reinstatement of the land.

The Contractor is solely responsible for the satisfactory accommodation of all his employees and for complying with all regulations and requirements in this respect.

120 Control of the Works

Compaction of materials:

Compaction of materials shall be carried out in layers of uniform thickness using approved compaction equipment including combinations thereof if required by the Engineer to achieve the specified compaction.

Compaction with rollers shall commence at the edges and progress towards the centre except in super elevated and other stretches of unidirectional cross-fall, where the rolling shall commence at the lower edge and progress towards the upper edge. When commencing rolling from an edge, rollers shall run forward and backward along the edge several times till the edge strip becomes firm to provide lateral support. The roller shall then move inwards parallel to the centre line of the road in successive passes with the tracks made by successive passes overlapping. Rolling shall continue till the specified degree of compaction is achieved throughout. When rolling is terminated at an edge, the procedure similar to that for commencing rolling at an edge shall be adopted. During rolling, the top of the layer being rolled shall be checked for levels and cross-fall and any irregularities in these regards, corrected by scarifying the material in the affected area and by removing or adding materials and continuing with the rolling until the entire area being rolled has been brought to a state of uniform and desired compaction.

Mixing & Control of Moisture Content before Compaction:

Before compaction is commenced each layer of uncompacted material shall be brought to a state of uniform composition, texture and moisture content by thorough addition and mixing of water or by scarification and drying as required. The Contractor shall be deemed to have taken account of the fact that the in-situ moisture contents of materials encountered may vary widely and the moisture contents at which the materials are to be compacted are specified for each type of material. The cost of all operations to bring materials to the specified moisture contents are deemed to be included in the rates tendered for works involving such materials. No separate payment will be made in respect of operations required to increase or reduce the moisture content of any materials.

Compaction Equipment:

Mechanical equipment shall be used for compacting materials by rolling, tamping and watering the materials (if needed) before compaction. For other operations such as spreading, mixing and shaping, mechanical equipment only or a combination of mechanical equipment (which shall include graders) and manually operated tools and equipment shall be used. The choice of equipment and the procedure for its use shall be subject to the approval of the Engineer, and shall depend upon his being satisfied as to its effectiveness on the basis of trial compactions.

It shall be understood by the Contractor that different type of materials are likely to require different kind of compaction equipment, including successive applications thereof, for achieving the specified degrees of compaction and the Contractor shall keep available a fleet of compaction equipment of the requisite kinds, sizes and numbers which shall include, inter alia.

Smooth - wheeled steel tyre rollers
Sheep foot rollers
Vibratory rollers
Pneumatic rollers
Vibrating plate compactors & vibro-tampers

For compacting along narrow strips e.g. along widening of pavements and in restricted areas appropriate sized purpose made compacting equipment will be required and the same shall be provided by the Contractor.

All equipment shall be of modern construction by established manufacturers and of proven efficiency and shall be operated and maintained at all times by skilled personnel in a manner acceptable to the Engineer.

Compaction Trials:

For demonstrating the efficacy of mixing and compaction equipment and the working methods proposed to be used by the Contractor for different kinds of materials, the Contractor shall carry out compaction trials before full-scale construction on the road and during construction throughout the course of the contract as required by and in close cooperation with the Engineer. Based on results of compaction trials and observation of the construction process, the Engineer shall reserve the right to direct the use of particular mixing and compaction equipment and methods and disallow the use of others for compacting different kinds of materials in accordance with these specifications.

Dispersal of Hauling Equipment:

Hauling equipment bringing materials to the site of work shall be dispersed uniformly over the surface of the previously constructed layers in order to avoid rutting and uneven compaction. Discharge of material from hauling equipment shall be carried out in a way which avoids the formation of concentrated heaps and deposits material as evenly distributed layers or windrows consistent with the loose thickness to be achieved before compaction.

Major Drainage Structure Construction Sequence:

The Contractor shall programme the construction sequences for all major drainage structures (e.g. box culverts) and submit a written statement thereof for the approval of the Engineer. The construction sequence shall consider, as a minimum, each phase of construction with respect to traffic control, diversions and the effects on existing structures. Where the Contractor proposes to partially demolish an existing structure to allow for phased construction, he shall demonstrate to the Engineer's approval that the partially demolished structure is safe for use by his equipment and other road users.

Measurement and Payment:

No separate payment shall be made for compliance with the requirements of this clause. Payment shall be deemed to be included in the contractor's tendered rates.

121 Control of Materials

The Contractor shall be responsible for the provision of all materials required to construct the Works. All material salvaged and/or removed from the works remains the property of the Government. If the salvaged and/or removed materials are used in the works with Engineer's approval, then the rate shall be as per BOQ. The Contractor shall be responsible for the cost of replacement in the event of unauthorized use or removal.

Quarry and Borrow Pit areas identified as being likely to provide material shall be inspected and tested by the Contractor and it is the Contractor's responsibility to satisfy him as to the quality and quantity of suitable material to be gained from the identified sites.

Information regarding the position of Borrow Areas/Pits and Quarries and results of tests carried out on various samples of materials prior to the award of contract are available, on request, from the Employer. The Contractor shall be deemed to have considered this information during the preparation of his tender and to have carefully checked the availability of suitable material in sufficient quantities from these sources and from such other sources as he may consider necessary during the Bid Period and have fully satisfied himself of the characteristics of the materials, the suitability of the plant, the method of working and the haulage distances on which he has based his rates.

No claims relating to or originating from the quantity or quality of material at identified quarry or borrow areas shall be considered by the Employer.

The Contractor shall be responsible for opening up all Quarries and Borrow Areas and shall organize his method of operations so that only materials of a type and quality approved by the Engineer shall be selected for use in the Works.

The Contractor is at liberty to select and use material from his own sources providing the requirements of the Specification are fully met.

Approval of Sources of Material

The sources of the materials shall be selected by the Contractor, but must be approved by the Engineer before the materials are used on the site. For this purpose, the Contractor shall furnish all relevant test data for representative samples from each source area as desired by the Engineer and also afford opportunities for the Engineer to visit the area of the sources. The Engineer may order that samples be taken and tested in his presence before approval for use of a source is given.

Notwithstanding approval of sources of materials, materials brought to the work site for use in the Works shall be subject to acceptance or rejection by the Engineer based on quality control tests to be performed before use in construction as per the specification.

Stockpiling of Materials

All materials brought to the Site if stockpiled shall be stockpiled and stored carefully at approved locations and in a systematic manner so as to prevent deterioration or mixing of different materials or contamination. Materials which have suffered contamination or deterioration due to improper storage shall not be used in Works and shall be removed from the stock piling area and from the site.

The materials shall be free from foreign, organic or any other deleterious substances such as vegetation and perishable matter, or any other substance which in the opinion of the Engineer may affect placing mixing and compaction of the material or adversely affect the future performance of the Works. Material may be tested in stockpiles by the Engineer to check suitability for use in the Works.

Temporary Stockpiling of Materials

Where the work programme is such that materials cannot be placed directly in their required position or mixing of two or more materials is required to meet the requirements of the Specification for a material the Engineer may authorize their removal into temporary stockpiles. Stockpile sites shall be to the Engineer's approval and shall be prepared by clearing and grading followed by compaction.

The material shall be stockpiled in successive layers of approved thickness over the full stockpile area to the approximate dimensions required by the Engineer and shall subsequently be reloaded and placed.

Payment

No separate payment shall be made for compliance with the requirements of this clause. Payment shall be deemed to be included in the Contractor's rates.

122 Overhaul

Notwithstanding anything said or implied to the contrary, anywhere else in this Specification or elsewhere in the contract documents no separate measurement or payment shall be made in respect of the haulage of materials of any nature, including excavated materials for the formation of embankment.

123 Wages

(1) Payment of Wages

The Contractor shall pay his employees promptly and regularly at intervals of no more than two weeks, and all employees shall be paid in full and up to date before the issue of the Defect Liability Certificate.

(2) Records

The Contractor shall keep proper records of the days, dates and hours worked by every employee engaged on the contract, their gender, the class of work in which employed, whether as a casual or permanent employee, and the wages (and allowances if any), paid. These records shall be available at any time for inspection by the Engineer or the Engineer's representative or any authorized representative of the Government.

(3) Default of Payment of Wages

In the event of default in payment of wages to any worker employed on the contract, by the Contractor or his Subcontractor, and, if a claim with satisfactory proof thereof is received by the Engineer, the Employer shall make the payment of such a claim upon the recommendation of the Engineer, out of the monies at any time payable under the contract, and the amount so paid shall be deemed payments to the Contractor under the contract.

124 Site Safety

The Contractor shall at all time in the conduct of his work and that of his Subcontractors adhere to the established rules and regulations concerning all safety matters at Site. This is especially important wherever it is necessary to enable the free passage of the public through the Site.

During construction the Contractor shall erect, maintain and subsequently remove sufficient barricades, guards, lighting, sheeting, shoring, temporary sidewalks and bridges, danger signals as well as temporary covering of potential accident areas.

All open excavations shall be protected sufficiently to keep out livestock, and ensure the safety of workmen and members of the public and be in accordance with the local regulations.

The Contractor shall be responsible for ensuring that all persons working in the vicinity of power lines are aware of the relatively large distance that high voltage electricity can "short" to earth when cranes or other large masses of steel are in the vicinity of power lines.

Where work is to be carried out in the proximity of buildings, bridges, tanks or other structures, the Contractor shall take all necessary precautions, including shoring and strutting, where necessary, to ensure the safety of the structures that are at risk.

The Contractor shall be responsible for all damages or injury which may be caused on any property by trespass by the Contractor's or his Subcontractor's employees in the course of their employment.

Section 200: Site Clearance

201 Clearing and Grubbing

At the end of Sub Clause 201(2) (d) add the following additional Sub-Clauses:

(e) Clearing of Landslides

"When instructed by the Engineer, the contractor shall remove all debris from landslides as soon as possible after receiving instruction. The first priority will be the removal of material to maintain safe vehicular access and the second to remove material in order to continue construction of the works. The Engineer shall determine the amount of the material to be removed and/or any further work which may be required to stabilize the landslide.

Where a landslide has occurred in an area where the contractor has commenced but not completed excavation works of any nature and such excavation works have, in the opinion of the Engineer, been the direct or indirect cause of the landslide, the responsibility for clearing and stabilizing the landslide shall rest entirely with the contractor.

(f) Clearing of Debris

The contractor shall remove all debris from culverts and side drains as per the instruction of the Engineer.

(g) Demolition:

When structures with salvage value are to be removed, extreme care shall be exercised in their removal and the material involved kept intact without damage. The Contractor shall be responsible for the satisfactory removal of such structures in a usable condition.

Salvaged structures shall become the property of the Employer and shall be stored at points or disposal as directed by the Engineer.

(4) Measurement and Payment

At the end of this sub clause add the following:

No separate payment shall be made in respect of this clause.

202 Dismantling Culverts, Bridges, Other Structures and Pavements

(1) Scope

At the end of this sub clause add:

"The Engineer shall designate all materials arising from dismantling as:

(a) Scrap to be disposed of by the Contractor, or
(b) Salvageable material to be reused in the Works, or
(c) Salvageable material to be retained by the Employer

(2) General Para (d)

In the third line after the Words "reconstructed work" delete the comma and insert the words

"and which"

(6) Measurement and Payment

Add the following:

No separate payment will be made under this clause.

Section 400: Fencing

406 Measurement

Replace the word “fencing” with “permanent fencing”:

407 Payment

Add following text at the end of paragraph:

No separate payment will be made for all kinds of temporary fencing. All costs in connection with the temporary fencing work shall be considered to be included with other related items of work in the BOQ.

Section 500: Quality Control

502 Contractor Responsible for the Quality of the Works

Delete the final two sentences of the second paragraph and substitute:

"This laboratory shall be for the use of the Engineer and his staff as well as for that of the contractor and the Engineer shall at all times have free access to the laboratory, the equipment and all records of testing carried out and shall have the use of the contractor's laboratory staff as he may require for carrying out additional testing for the purposes of control, verification and acceptance. The laboratory facilities to be provided and the list of equipment to be purchased shall be approved by the Engineer. In designing the facilities and compiling the list of equipment the Contractor shall have due regard to the details of facilities and list of equipment given in the Appendices to these Special provisions. The detail given in the Appendices are indicative of minimum requirements. In equipping the laboratory, the contractor must himself make allowance for the need to be able to conduct all tests required by this Specification in regard of the works or materials itemized or implied in the drawings and the Bill of Quantities. The lists in the Appendices notwithstanding, the Contractor remain responsible for the supply of all equipment of whatsoever nature and in whatsoever quantity required for carrying out all of the tests specified at the frequency specified."

505 Testing Procedure and Set of Tests

Delete the final words of the second paragraph commencing "as per the prevalent accepted ….." and substitute:

"In accordance with National Specifications stipulated by the Engineer. If no National Specifications acceptable to the Engineer exist then tests shall be carried out in accordance with the directions of the Engineer.

The contractor is fully responsible for all kinds of tests, its availability and procedures.

507 Site Trials or Trials Sections

(3) Production of Materials and Crushing Plant

In the first paragraph of this sub clause in the second line after the words "to be processed using…." insert:
"the initial material collection procedures,"

510 Recapitulative Schedule of Tests

Add the following after the second sentence ending in the words" main types of works".

The testing frequencies set forth are desirable minimums and the Engineer shall have the full authority to carry out additional tests as frequently as he may deem necessary to satisfy himself that the material and works comply with the appropriate specifications. However, the number of tests recommended in this table may be reduced at the discretion of the Engineer if it is felt that consistency in the quality of materials can still be maintained with the reduced number of tests.

511 Laboratory

(1) Location

In the second line of this sub clause delete the word "may" and substitute:

"shall"

At the end of sub clause (1) Location add the following:

"Unless shown or directed otherwise the Laboratory shall be located within 500 metres of the Engineer's office."

(2) Setup

In this sub clause delete the first paragraph and substitute the following:

"The minimum requirements for the Laboratory are described in the Appendices. The operational Laboratory facility, complete with equipment, shall be ready for use within 4 weeks from the date of the Engineer's Notice to Commence the Works.

The Contractor is responsible for providing and maintaining the laboratory including all kinds of necessary lab consumables, vehicle transportation facilities for sampling and testing for quality control, semi skilled such as assistant lab technician, lab boy, etc and unskilled manpower, such as labours, etc. The contractor shall have separate team of manpower such as Lab technicians, assistance lab technicians, lab boys and laboursetc for carrying out the testing required for compliance with the specifications.

"When the Works are completed and the Engineer certifies that there is no further requirement for the Laboratory then the Laboratory and the equipment shall become the property of the Contractor who shall remove the same from the site forthwith.

(3) Laboratory Equipment

Delete the last sentence of the paragraph.

(6) Measurement

Delete the sub-clauses (a), (b) and (c) and substitute the following:

The Laboratory for the use of the Engineer including the provision of all necessary equipment shall be measured as the unit number provided.

(7) Payment

Delete the sub-clauses (a), (b) and (c) and substitute the following:

No separate payment will be made for all kinds of *Laboratory test.* All costs in *Laboratory test shall* be considered included with other related items of work in the BOQ

Add the following sub clause

Section 600: Materials and Testing of Materials

604 Inspection and Acceptance of Materials

Delete the second and third paragraphs of this clause substitute the following:

"A preliminary inspection of the materials may be made at the source for the convenience and accommodation of the Contractor, but neither the presence of neither a representative of the Engineer nor the subsequent testing of work or materials by the Engineer shall relieve the Contractor of the responsibility for furnishing work and materials complying with these Specifications.

"The representative of the Engineer shall have free entry at all times to those parts of any plant which concern production of any materials for incorporation into the Works and the Contractor shall ensure that any order for materials which he places includes the necessary provisions to ensure that such free entry is available."

SECTION 700-PIPE DRAINS, PIPE CULVERTS AND CONCRETE CHANNELS

701 PIPE DRAINS AND PIPE CULVERTS

Add the end of article (2) as follows:

Pipes corresponding to ISI 458 Class NP3 shall be used

Section 900: Earthworks

902 Definitions and General Requirements

Delete the final sentence of sub clause (8). At the end of the first sentence of sub clause (8) add the following:

"The surveyed points thus obtained shall be used to correct or augment the existing survey data referred to in Clause 104 above."

Add following after sub-clause 902-2-iii-e

(f) Top soil

908 Refilling of Foundation Pits and Trenches, removal of supports and filling to structures

Replace the whole contents of Table 9.1: "Grading Limits of pervious backfill" with the whole contents of Table 31.1.

Sieve Size(mm)	Percentage Passing byWeight
63 37.5 20 10 0.075	100 85-100 0-20 0-5 -

909 Forming of Embankment and Other Areas of Fill

In sub clause (3) the "original ground" shall deemed to include "The ground after clearing and grubbing"

Add the following additional sub clause:

(11) All materials which are deposited in place prior to compaction shall be evenly spread over the whole of the designated area for the layer concerned and in such quantity that the thickness of any one layer, when measured after compaction, shall comply with the requirements specified.

Any new layer less than 75 mm in compacted thickness shall be bonded to the previous layer by scarifying the previous layer to a depth not less than 25 mm or to such greater depth so that the total compacted thickness of the new layer plus the scarified portion of the previous layer will not be less than 100 mm."

917 Measurement

At the end of sub clause (2) add the following:

In the case of excavation of hard rock, initial cross section shall be taken before starting of the excavation.

Replace the whole content of first paragraph of sub clause (4) with the following:

If the excavated materials are disposed beyond 1 km length from the place of excavation, additional lead shall be measured separately for payment. However, initial lead of 1 km shall not be measured separately. They are already included in the measurement of the item itself. The haulage distance for disposal of the excavated materials shall be measured from the midpoint of each kilometer. However, the measurement of foundation excavation shall be inclusive of all leads and lifts (i.e. no separate leads and lifts shall be measured in foundation excavation.)

At the end of sub clause (4) add the following:6

"The measurement of earthworks quantities for payment shall be based on the premise that all suitable material arising from the operations is used in the formation of embankment unless, over the contract as a whole, there is a surplus of suitable excavated material over the volume required for formation of embankment in which case the surplus suitable material shall be considered as run to spoil."

Section 1000: Sub-grades

1002 Definitions

(2) Sub-grade

Delete the definition and replace with:

Below the base and/or sub base level is designated as "Sub grade".

(3) Capping Layer

Delete the definition and replace with:

Capping layers (also known as selected fill or selected or improved sub grade) are layers of specified materials laid and compacted generally over weaker materials either to aid the passage of construction traffic or to improve the condition of the layer immediately below the sub base or base layer. Such improvements may be made through the addition of imported material or by the mechanical or chemical stabilization of the existing material.

1003 Preparation and Surface Treatment of Formation

Add the following immediately after the opening paragraph:

"If instructed by the Engineer, any processing of in-situ material that meets the specification for sub grade will include scarification to a depth not less than 150mm or to a depth as agreed with the Engineer, watering, shaping and compaction of the material. Measurement and payment for this processing shall be for the cubic metre of material so processed in accordance with the provisions in this sub-section. In this case the measurement for preparation of formation shall be deemed to be included in the rate for the provision of the layer concerned and no separate payment for preparation of formation will be made."

Add the following sub clause:

(7) Scarification, Reshaping and Compaction of existing surfaces

The existing surfaces shall be scarified to a depth of 100 mm, reshaped and compacted as directed by the Engineer. The surface shall be compacted to a dry density of at least 95% MDD (heavy compaction). The MDD and OMC shall be determined for each new material encountered and in every 3000 m^2 or part of it of each layer of compacted surface. The field density shall be determined at least once per 500 m^2 or part of it of each layer of compacted surface.

The proof rolling and tolerances shall be in accordance with sub clauses (5) and (6) respectively as mentioned above.

The contractor shall request in writing for the Engineer's approval for each layer in accordance with sub clause 509(1) and such request shall be accompanied by the test results of the above mentioned testing and other relevant information required. If the results are as specified, the Engineer will approve the layer and allow for addition of regulating course or sub base course as required. If the results are not as specified he may ask for further tests or rework to meet the requirements.

The scarification, reshaping and compaction of existing surfaces shall be measured in square meter of the completed and accepted layer and shall be paid at the contract unit rate which shall be the full and the final compensation to the contractor as per clause 112.

1004 Capping Layer

Delete the first sentence and replace with:

Where shown on the drawings a Capping Layer shall be placed at, or on, the top of the sub grade to a thickness as indicated on the drawings.

If instructed by the Engineer any processing of in-situ material that meets the specification for the capping layer will include scarification to a depth not less than the specified thickness of capping layer or to a depth as agreed with the Engineer, watering, shaping and compaction of the material. Measurement and payment for this processing shall be for

the cubic meter of material so processed in accordance with the provisions in this sub-section. In this case no separate payment for preparation of formation will be made.

1005 Mechanical Stabilization

(1) General

Delete the first and second paragraphs and replace with:

The extent of mechanical stabilization shall be at the Contractor's discretion

(2) Material Requirement

(a) Stabiliser

Delete and replace with:

The Contractor is at liberty to mechanically stabilise any material, whether in-situ or imported, to provide any pavement layer material, provided that the resulting material is in conformity with the specification.

The type and amount of stabiliser used shall be such that when mixed with the in-situ or imported material the specified requirements for the layer material are achieved.

(b) Stabilised Material Requirements

Delete this sub-section:

(3) Amount of Stabilizer to be added

Delete this sub-section

(8) Measurement and Payment

Add sub clause 1005 (8): Measurement and Payment

No additional payment will be made for additional quantity for mechanical stabilizer. It will be deemed that rate for these quantities are included in respective items.

1007 Measurement

In sub clause (1) in the second line delete the words "taking cross sections at intervals of 10 metres" and substitute:

"generating cross sections from the original and augmented survey data and digital terrain model at intervals up to 25.00 meters in hill roads"
In the same sentence delete the words "in the original position before the work starts and after its completion"

Delete the whole of sub-clause (4) after the opening sentence.

In the opening sentence replace the word "exclusive" and replace with "inclusive"

Section 1100: Road Works Overall Requirements

1101 Horizontal Alignments, Surface Levels and Surface regularity of Pavement Courses

Add following after sub-clause (3)(d)

(3)(e) Remedial Work

When upon examination by the Engineer any part of the Works or any plant fails to conform to the Specification requirements, or is at any stage before final acceptance damaged so that it no longer conforms to the requirements of the Specifications, the Engineer shall instruct its complete removal and replacement, at the Contractor's expense, with satisfactory work, plant or material. In special cases the Engineer may instruct the Contractor to apply remedial measures in order to make good any such defects or damage.

The actual remedial measures taken shall be entirely at the Contractor's own cost but subject to the Engineer's approval regarding the details thereof.

In particular remedial measures shall ensure that the final product is in full compliance with the Specifications, shall not endanger or damage any other part of the Works and shall be carefully controlled and submitted to the Engineer for examination when completed or at any intermediate stage as may be required.

For the guidance of the Contractor an indication about what may be required in the more common cases of defects or damage is given below, but the Engineer will in no way be bound to approve of or adhere to the measures indicated, as the actual remedial measures will be dictated by the circumstances of each particular case.

Local Defects in Pavement Layers

Where remedial measures are taken to make good localised defects the length and width of the area to be repaired by equipment shall be such as to accommodate the full width of the equipment used and of a reasonable length to ensure effective repair.
The depth to which material will have to be removed will depend on the defect and the type of material. Gravel layers will need to be broken up to a depth of at least 75mm and crushed stone will usually need breaking up over its full depth.

Concrete
Defective concrete work will normally need the cutting back and complete removal of any weak or honey-combed sections and making good using approved bonding agents to bind fresh concrete to old concrete. Cracks, if permitted to remain, shall be injected with approved compounds and test cores drilled to test the efficacy of the injection process.

1104 Care of Works

Replace the opening sentence with the following:

The general obligations of the Contractor in terms of the Conditions of Contract "Care of the Works" shall include, inter alia, the following:

Add the following at the end of the clause:
The provision of temporary drainage works such as drains, open channels, banks etc. and the furnishing and operation of temporary pumps and such other equipment as may be necessary to adequately drain, protect and de-water the Works and Temporary Works. This will be in addition to any permanent drainage works specified and installed, and in addition to any temporary drainage works specifically paid for separately.

Care shall be exercised not to allow material in borrow pits to become excessively wet, to keep all completed layers properly drained, to avoid dumps of material on completed layer work that shall inhibit surface drainage or form wet spots under and around dumps, and to protect all parts of the Works against erosion by floods and rain.
Fill and cut slopes shall be promptly repaired whenever damaged by surface water.

Excavations for pipe drains, culverts, service ducts and similar structures shall be adequately protected against possible ingress of water during rainstorms

The Contractor shall inform the Engineer of damage or defects to any work before repair or maintenance and the Engineer shall instruct the extent and method of repair. The previously constructed layer shall be thoroughly cleaned of all foreign material and the Contractor shall request its inspection by the Engineer before construction of the following layer or application of a prime coat, surfacing or surface treatment.

Section 1200: Sub-base, Base, Hard Shoulder and Gravel Wearing Course

1201 Mechanically Stable Sub-base

1) Scope

Add "or crushed stone" at the end of the sentence.

(5) Laying and Compacting

Add the following at the beginning:

The sub-base shall be constructed after checking that the underlying layer conforms to the specified requirements and has been approved by the Engineer. Immediately before placing the material, the underlying layer shall be checked by the Contractor for any damage or deficiencies, which shall be made good as instructed by the Engineer.

Add the following at the end:

The Contractor shall protect and maintain the sub-base at his own expense. Maintenance shall include the immediate repair of any damage or defects which may occur and shall be repeated as often as is necessary to keep the sub-base continuously intact. Repairs shall be done in such a manner that will ensure restoration to an even and uniform surface and may involve scarifying, watering and recompacting.

(10) Measurement

Delete the whole paragraph and replace with:

Mechanically stable sub-base shall be measured in cubic meter of the material compacted in place and accepted. Measurement shall be based on the cross section of the sub-base shown in the drawings and the actual length measured horizontally along the centre line of the surface of the road, or in case of edge widening, along the centerline of the widened section.

1202 Graded Crushed Stone Base and Sub-base

(7) Laying and Compacting

Add the following at the beginning:

Where the base course is laid over the prepared sub-base, the surface shall be brushed free of dust and extraneous matter and, when instructed by the Engineer, watered before laying the base course.

Add following after first paragraph:

In order to minimize for segregation, the material shall be kept wet during transport and spreading. The dumps of material shall be spread out to a flat-surfaced layer with a thickness suitable for mixing. Thereafter the required amount of water shall be added and the material thoroughly mixed with a motor grader or other suitable approved means until a uniform homogeneous mixture is achieved. The required amount of water and moisture content shall be determined by carrying out field trials but shall normally be within 2% of the predetermined optimum moisture content at the time of compaction. The material deposited on the prepared existing surface may be spread and shaped by any method which will not cause the segregation of coarse and fine particles. The Contractor shall ensure that joints in consecutive pavement layers do not coincide. All areas of segregated coarse and fine material shall be corrected by re-mixing or removing and replacing with well graded material to the approval of the Engineer. The base material shall be compacted using approved vibratory compaction equipment whose vibrators shall function correctly in accordance with the manufacturer's instructions.

Add following at the end of sub-clause 1202 (7)

The Contractor shall protect and maintain the completed base layer at his own expense until the surfacing is applied. Maintenance shall include the immediate repair of any damage or defects which may occur and shall be repeated as often as is necessary to keep the layer continuously intact and in good condition. Repairs shall be done in such a

manner that will ensure restoration to an even and uniform surface. Traffic shall not be allowed directly on any unprimed base layer unless instructed or authorized by the Engineer.

The completed base shall be primed as soon as possible after approval from the Engineer.

Add following test after Table 12.5:

In addition to the minimum test frequency for gradation at least two gradation test in every 1500 sq.m.of completed pavement layer shall be performed.

Section 1300: Bituminous Surface and Base Course

1301 General Requirements

(6) Cutting back of Bitumen

Add the following at the end:

In general the preparation of cutback bitumen for prime coat shall be carried out in accordance with Transport Research Laboratory TRRL Research Report RR140" Preparation of Cutback Bitumen" (by Hitch and Steward).

1302 Prime Coat and Tack Coat

(2) Materials

Delete the first paragraph and replace with:

The prime coat shall consist of medium curing cutback bitumen MC-30, MC-70 or MC-250 from a source approved by the Engineer. The application rate of cutback bitumen to be used shall be instructed by the Engineer on Site after field trials. These field trials shall be carried out by the Contractor as instructed by and under the supervision of the Engineer and the cost thereof shall be deemed to be included in the prime coat rates. The object of the trials is to achieve the optimum penetration of prime coat and the minimum rate of spread at which this penetration can be achieved.

Add following after fourth paragraph:

When, in the opinion of the Engineer, blinding to the primed surface is required, blinding aggregate shall be spread evenly over the full width of the primed surface such that no bituminous prime material will be picked up by passing traffic. No traffic shall be allowed to pass until the prime has been adequately covered to prevent pick-up from vehicles. Any removal of prime caused by traffic passing shall be remedied to the satisfaction of the Engineer. In general, priming shall be carried out in half widths and the Contractor shall ensure that traffic is kept off the prime until it has adequately cured, after which it shall, where practicable, be trafficked as described below. Blinding to uncured prime coat will only be used where the Engineer agrees that this is a necessary or unavoidable measure.

(4) Spraying of Prime Coat and Tack Coat

Add the following:

Spray record sheets containing details of ambient temperature, spraying temperature, areas sprayed and quantities of materials used shall be submitted by the Contractor on a daily basis for approval by the Engineer.

Following the prime coat application, the primed, unblended surface shall be allowed to cure for a minimum 24 hours, or for a time as agreed with the Engineer, without being disturbed so as to allow the prime coat to fully penetrate the surface unless full penetration and curing has taken place in the opinion of the Engineer in a shorter period. If after this period the prime coat has not sufficiently cured to permit trafficking without being picked up, and the Contractor wishes to open the section to traffic, the Engineer shall either instruct that the area be left for a further period until the prime coat has fully penetrated and aired to allow traffic to pass or shall permit the Contractor to place mineral aggregate for blinding, at his own cost, applied at a rate and in the places instructed to blot up the excess bitumen. Where the Engineer agrees that blinding is necessary in limited areas to permit the unavoidable movement of traffic, at locations such as road junctions, the Contractor shall place mineral aggregate for blinding applied at a rate and in the places agreed and shall be paid for this work at the rate in the Bills of Quantities.

As soon as the primed surface has cured sufficiently or sufficient mineral aggregate for blinding has been applied to allow traffic to pass over the road without the prime coat being picked up, the road shall, where practicable, be opened to public traffic for a period of 14 days or less if agreed by the Engineer. During this period the primed area under traffic shall be maintained and all damage caused by traffic shall be repaired as instructed by the Engineer at no extra cost. Thereafter the contractor shall maintain the primed surface and shall protect the surface until the application of surfacing by taking suitable precautions including for example supplying and spreading a protective layer of sand at no extra cost.

(7) Testing

Add the following at the beginning:

Samples of the bituminous material that the Contractor proposes to use, together with a statement as to their source and character shall be submitted and approved before use of such material. The Contractor shall require the manufacturer or producer of the material to furnish material subject to this and all other pertinent requirements. Only satisfactory materials, so demonstrated by service tests, shall be acceptable.

The Contractor shall furnish vendor's certified test reports for each consignment of bituminous material supplied. The reports shall be delivered to the Engineer before permission is granted for use of the material. The furnishing of the vendor's reports shall not be interpreted as basis for final acceptance. All such test reports shall be subject to verification by testing samples of materials received.

(8) Measurement

Add following at the end of paragraph:

No measurement for the blinding material will be made. It shall be deemed that cost of the blinding material is included in the respective item.

Section 2000: Concrete for Structures

2003 Material for Concrete

(8) Admixtures

Add addition bullet "(c) Crack controlling agent" at the end of bullet (b):

(c) Crack Controlling Agent

The contractor shall add triangular fibrous crack controlling agent as per manufacturer's specification and Engineer's instruction

2006 Transportation of Concrete

In the last paragraph delete from the end of first sentence "…shall not be longer than the initial setting time of the concrete" and substitute:

".. shall not be longer than 45 minutes. At the discretion of the Engineer, when the ambient air temperature is below 30 degrees Centigrade and conditions are suitable this period may be increased to 90 minutes but in no case shall it be longer than the initial setting time of the concrete."

2007 Placing of Concrete

(3) Placing Procedures

In the first sentence delete "…as nearly as possible in its final position." and substitute:

"…as nearly as possible to and in no case more than 3 meters from its final position."

Add to the 7th Paragraph as a final sentence.

"In no case shall concrete be discharged from such devices at a height of more than 1.5 meters above its place of final disposition."

2017 Measurement

(4) Reinforcement

Delete "All types of reinforcement shall be measured in metric tonnes in the given ranges:" together with the three bullet ranges and substitute:

"All types of reinforcement shall be measured in metric tonnes irrespective of bar diameter"

Section 2400: Miscellaneous Structures

2401 Gabions

(1) Scope

Delete "This clause covers the furnishing of materials and construction of gabion works…." and substitute: "This clause covers the furnishing of materials, reuse of salvaged materials and construction of gabion works…."

(2) Materials

(b) Gabions

In table 24.2 in the first column of the last row replace "114 x 128" with "104 x 128"

(3) Construction of Gabions

(a) General Requirements

Add as additional last paragraph:

"Where salvaged materials are to be used they shall meet the requirements of this Specification and are subject to written approval of the Engineer"

(4) Test and Standard of Acceptance

Delete the whole paragraph of (c) and (d)

Add the following Clause with sub-clauses

2401 (b): Machine made Gabions and Mattresses

1. Scope

This specification covers machine made, mechanically selvedge gabions and Reno mattresses produced from heavy galvanised double twist wire mesh and mesh wire, selvedge wire and lacing wire used for manufacturing, assembling and installation of the product. This specification also covers gabions and Reno mattresses in which the wire mesh, lacing wire and the selvedge wire and heavy galvanized followed by poly Vinyl Chloride (PVC) coating.

2. Definition

Gabion: Gabions are boxes made of hexagonal double twisted woven wire mesh, divided into cells by means of diaphragms which help to reinforce and strengthen the structures. They are interconnected with other similar units and filled with stones at the project site to form flexible, permeable and monolithic structures such as gravity retaining walls, channel linings, weirs etc.

Reno mattresses: Reno mattress is a double twisted wire mesh container of relatively smaller height as compared to other dimensions, uniformly partitioned into internal cells by means of diaphragms and having smaller mesh openings than the mesh used for gabions. Reno mattresses are generally used in river training works such as river bank protection, channel lining, launching apron etc.

3. Manufacturing

All the gabions and mattresses shall be machine woven rectangular units made from double twist hexagonal mesh of heavy galvanized or heavy galvanised PVC coated mild steel wire.

4. Selvedging

Main Body: All edges of the standard gabions should be mechanically selvedged in such a way as to prevent unraveling of the mesh and to develop the full strength of the mesh.

End panels and internal diaphragms: All sides of end panels and internal diaphragms, except the bottom, should be mechanically selvedged in such a way as to prevent unraveling of the mesh and to develop the full strength of the mesh.

5. Connection of end panels to main body

The end panels in Box gabions should be mechanically connected with the main body at the manufacturing site by selvedging the both to a common selvedge the both to a common selvedge wire in such a way to prevent the separation

of the end panel from main body even in extreme conditions. In Reno mattresses, the end panels are manufactured together with the main body and are folded at manufacturing site to form the end panels.

6. Connection of internal diaphragm with main body

All the gabions and mattresses having length equal to or more then 2.0 m must have internal diaphragms at a distance not more than 1.0 m. All the central diaphragms of the gabions should be connected with spiral wires. The internal diaphragms in case of Reno mattresses should be connected with the spanex rings spaced at 20 cm each.

7. Wire specification

The wire used for the manufacturing of gabions and mattresses shall be annealed mild steel complying with BS 1052:1980 or NS 169:2045 with an average strength of 380-500 N/mm2 and shall be galvanized before weaving as specified in BS 443:1982 or NS 163:2045.

Mass of Zinc: The minimum weight of galvanising shall be as per the table below:

Diameter of wire(mm)		**2**	**2.2**	**2.4**	**2.7**	**3.0**	**3.4**	**3.9**
Tolerance of wire diameter(±mm)		0.06	0.06	0.06	0.08	0.08	0.1	0.1
Minimum weight of coating(gr/m^2)		240	240	260	275	275	275	290
Uniformity test	Nos. of dips(minutes)	3	3	3	3	3	3	3
	Nos. of dips(1/2 minute)	-	-	-	-	1	1	1

Uniformity: The coating on the wire shall be reasonably uniform as judged by the copper sulphate solution dip test. Number of dips shall be as per the above table.

Adhesion: The adhesion of the zinc coating shall be such that, when the wire is wrapped six turns around a mandrel of 4 times the diameter of the wire, it does not flake or crack to such an extent that any flakes of zinc can be removed by rubbing with the bare fingers.

PVC Coating: The thickness of PVC strength shall be 0.4mm to 0.5 mm.

8. Combination of mesh type, mesh wire and box sizes

Gabions and mattresses shall be of the mesh type, wire diameter and box sizes as shown on the table below.

S.N.	**Mesh type**	**Mesh**	**selvedge**	**Lacing**	**Box size(LXBXH)m**	**Tolerances in Box Sizes**
1	6 x 8	2.20	2.70	2.20	L=3m,4m,5m,6m B= 2m H= 0.17m,0.23m,0.3m	± 3% on length and width and ±2.5 cm on depth
2	10 x 12	3.00	3.90	2.40	L=1.5m, 2m, 3m, 4m B = 1m, 2m H= 0.5 m, 1m	± 5 % on each
3	10 x 12	2.70	3.40	2.20		

9. Mechanical properties of meshes of different size

The wire mesh making the gabions and mattresses shall have the mesh size, mesh panel strength and selvedging strength (connection to selvedges) as per the table below:

Mesh Type	**Nominal mesh opening and Tolerances**		**Wire Diameter(mm)**		**Ultimate Tensile Strength (KN/m)**	**Connection to Selvedges(KN/m)**
	Mesh opening (D)	**Tolerances**	**Mesh**	**Selvedge**		
6 x 8	60.00 mm	+18% -4%	2.20	2.70	35.00	12.20
10 x 12	100.00 mm	+16% -4%	2.70	3.40	35.00	17.00
10 x 12	100.00 mm	+16% -4%	3.00	3.90	43.00	20.00

10. Measurement and Payment

The measurement and Payment will be as per the Clause 2401: Gabions

Section 2600: Masonry for Structures

2603 (1) General

Add the words "levelled, compacted" after the word "cleaned" in the first sentence of fourth paragraph.

2610 Test and Standards of Acceptance

Delete the whole text of second and third paragraphs.

Section 3100: Miscellaneous Works

3109 Weep Holes

Add "stone masonry" after "plain/ reinforced concrete" in the second sentence of the paragraph of sub clause (1) and delete the third sentence of the same paragraph.

ADD SECTION 3300: PROVISION AND MAINTENANCE OF CAMPS

3301 General

The Contractor shall construct and maintain suitable camps at appropriate location for the staff and laborer engaged in the construction work. The identification and arrangement of site for the camps shall be the responsibility of the Contractor. However permission may be granted by the employer to erect camps in suitable areas within the road right of way free of charge, if such establishments do not cause obstructions to traffic or to the execution of works. Written information must be given to and approval taken from the Engineer regarding proper establishment of the camps.

The camps may be of semi-permanent or of temporary structure suitable to withstand wind and weather conditions prevalent in that area. If the camps are in hired buildings these must be safe against earthquake.

3302 Labour Camp

(1) Accommodation

For the labor accommodation the camp must be waterproof, spacious, airy and hygienic with proper lighting arrangement. The minimum space per person shall be 2.00 square meter. The floor shall be furnished with polyurethane foam (6 mm) and jute carpet. The area has to be kept neat and clean. The Contractor may also house the labor in suitable rented accommodation with facilities in accordance with this Specification..

(2) Toilet Facility

The Contractor shall make provision of proper and adequate toilet facility both for the laborers and the employees in the camp to avoid public nuisance as well as pollution of watercourses and air. The number of toilets in general shall be based on 20 users per installation. Sufficient water must be provided and maintained in the toilets.

(3) Drinking Water

The Contractor shall supply proper drinking water to Contractors staff and workmen both at camps and construction-sites. This arrangement shall ensure to avoid proliferation and generation of water born diseases. Written approval must be taken from the Engineer regarding sources, installation and operation of supply of drinking water. The drinking water installation must be operated and maintained satisfactorily.

(4) First Aid /Medical Facility

The Contractor shall supply and maintain adequate medicines and facilities required for providing standard first aid facility to the workers. Services shall also include arrangement required for taking the injured or sick worker to the nearest hospital in case of emergency. Written approval must be taken from the Engineer regarding the adequacy of the established first medical facility.

Failure in compliance with Engineer's instructions in respect of overall standard of the above mentioned facilities will lead to reduction or withholding of payment.

(5) Statutory Provisions

Inclusive of all the provisions of this Specification the prevalent rules of Government of Nepal with regard to health, environment and labour shall be complied with at the cost and risk of the Contractor.

3303 Measurement and Payment

No separate payment shall be made under this Clause.

Appendices to Special Provisions

List of Appendices

Appendix 1: List of Standards

Appendix 2: Site Laboratory

Appendix 3: Laboratory Equipment

Appendix 4: Project Signboard

Appendix 1: List of Standards

NEPAL STANDARDS (NS)

NS 169-2045 (1988)	Requirements for mild steel wire (for Gabions)

INDIAN STANDARDS (IS)

IS: 73 – 1992	Paving Bitumen Specification
IS: 217 - 1988	Cutback Bitumen- Specification
IS: 1597–1992	Code of Practice for construction of stone masonry Part 1 : Rubble stone masonry Part 2 : Ashlar masonry
IS: 2116–1980	Sand for masonry mortars
IS: 2250-1981	Method of Test for cement mortar
IS: 2386-1963	Method of Test for Aggregates (Parts 1-6)
IS: 2720	Method of Test for Soils (Parts 1-5,7,8,10,14,16,22,28,29,37& 40)

BRITISH STANDARDS (BS)

BS: 812-1975	Testing Aggregates Part 1: Methods for determination of particle size and shape. Part 2: Methods for determination of physical properties
BS: 1377	Methods of test for soil for civil engineering purposes
BS: 1881	Methods of testing concrete, Parts 5, 101-122, 124,125,127, 129, 201-207 & 209

AMERICAN PUBLICATIONS & STANDARDS (ASTM/AASHTO)

AASHTO: T221- 1	Standard Method of Test for Repetitive Static Plate Load Tests of Soils and Flexible Pavement Components
ASTM Section 4:	Construction Volumes 0401 to 0409 inclusive.
AASHTO	Part I: Standard Specification for Materials Part II: Method of Sampling and Testing

All standards provided shall become the property of the Employer on completion of the contract.

OTHER PUBLICATIONS

In addition, the Contractor is to be familiar with and be able to provide, in part or in full or photocopies where possible, to the Engineer on a temporary basis the latest editions of the following Standards and/or Publications, which are mentioned in the most relevant Sections of the Standard Specifications for Road and Bridge Works, when so requested.

NEPAL STANDARDS (NS)

NS: 1 – 2035 (1978)	Specification for Burnt Clay Bricks
NS: 40 -2040 (1983)	Specification for High Density Polythene Pipes
NS: 80 -2042 (1985)	Specification for Reinforced Concrete Pipes

NS: 84 -2042 (1985)	Specification for Reinforcing Steel
NS: 112-2042 (1985)	Specification for Enamel and Non-reflectorised Paint
NS: 163-2045 (1988)	Specification for Smooth Wire
NS: 168-2045 (1988)	Specification for Barbed Wire
NS: 190-2045 (1988)	Specification for Primer Paint
NS: 191-2045 (1988)	Specification for Reinforcing Steel
NS: 199-2046 (1989)	Specification for Galvanised Iron (GI) Pipe
NS: 408-2054 (1997)	Specification for Road Marking Paint

INDIAN PUBLICATIONS & STANDARDS

IS: 277-1992	Galvanised Steel Sheets (Plain and Corrugated)
IS: 432-1982	Mild steel and medium tensile steel bars and hard-drawn steel wire for concrete reinforcement
IS 456-2000	Code of Practice for plain and reinforced concrete
IS: 736	Aluminum plate
IS: 1079	Steel plate
IS: 1161	Steel tubes
IS: 1367-1997	Technical supply conditions for threaded steel fasteners Part 13 Hot-Dip Galvanizing of threaded fasteners
IS: 1477-1971	Code of practice for painting of ferrous metals in buildings Part 1 Pre-treatment Part 2 Painting
IS: 1566-1985	Steel mesh fabric (for concrete reinforcement)
IS: 1786-1985	High strength deformed steel bars and wires for concrete reinforcement
IS: 2062-1999	Steel for general structural purpose
IS: 2062-1986	Method of Test for galvanized hardware
IS: 2386	Method of Test for Aggregates (Parts 7 & 8)
IS 2629- 1985	Hot-Dip Galvanizing of Iron and Steel
IS: 2074	Zinc chromate primer
IS: 4031	Method of Test for Cement, Parts 2,3,5& 6
IS: 5758:1992	Pre-cast concrete kerbs, channels, edgings and quadrants

Indian Roads Congress (IRC) Specifications for Road and Bridge Works

IRC: 89	Stone for Pitching/ Revetment on Slopes (Clause 5.5.5.1)

BRITISH PUBLICATIONS & STANDARDS

BS: 12	Specification for Portland cement (Requirements for composition, strength, physical and chemical properties of four strength classes.)
BS: 63	Specification for Single-Sized aggregate for general purposes.
BS: 812	Testing Aggregates, Methods for determination of soluble Chloride Content. Part 117
BS: 1707	Specification for hot binder distributors for road surface dressings
BS: 3049	Pedestrian guard rails (metal)
BS: 3148	Methods of test for water for making concrete (including notes on the suitability of water)
BS 5075	Specification for concrete admixtures/workability agents
BS: 6044	Road Paint
BS: 6088	Reflecting beads (Ballotini)
BS: 6906	Method Of Testing Geotextiles

	Part 1 - Determination of tensile properties using wide width strips
	Part 3 - Determination of water flow normal to the plane of geotextile under a constant head.
	Part 4 - Determination of puncture resistance (CBR puncture test)
	Part 6 - Determination of resistance to perforation (Cone drop test)
BS:7263	Part 1:1990, Pre-cast concrete kerbs, channels, edgings and quadrants

Overseas Road Notes (ORN) -published by Overseas Unit, Transport and Road Research Laboratory UK
ORN No 3, "A Guide to Surface Dressing in Tropical and Sub tropical Countries"
ORN Note31, "A Guide to Structural Design of Bitumen-Surfaced roads in Tropical and Sub-Tropical Countries" as

AMERICAN PUBLICATIONS & STANDARDS (Including ASTM/AASHTO)

ASTM: D5	Bitumen Penetration of bitumen/(asphalt)
ASTM: D6/D1754	Loss on heating of bitumen/(asphalt)
ASTM: D36	Softening point of bitumen/(asphalt)
ASTM: D92	Flash and fire points of bitumen/(asphalt)
ASTM: D113	Ductility of bitumen/(asphalt)
ASTM: D2026	Standard specification for cutback asphalt (slow curing type)
ASTM: D2027	Standard specification for cutback asphalt (medium curing type)
ASTM: D2028	Standard specification for cutback asphalt (rapid curing type) Asphalt Institute

Manual Series No.2 (MS-2) –asphalt concrete hot mix manual
Manual Series No.4 (MS-4) – The Asphalt Handbook
Manual Series No.14 (MS-14) –asphalt cold mix manual

Appendix 2: Site Laboratory

Scope

The Contractor shall provide and maintain an adequately equipped site laboratory complete with all utility services, apparatus, fittings and daily consumables to undertake the required testing to assure the quality of the materials and the works.

Description

The laboratory shall preferably located adjacent to the Engineer's site offices (within 500m) and be constructed and provided with amenities including water supply, electric supply etc. as indicated below:

A floor area of 6m*8m plus an office of size 4m*3m for the Engineer's Material Engineer. A store area of 3m* 3m.A toilet area of 2m*2m. Adjoined separate covered sample storage shed of approximately 3m*3m, and a covered concrete, hardstand for preliminary sample treatment and a covered Parking Space for 4 vehicles.

The laboratory shall be provided with 240 volt, 50 HZ electricity. Lighting and sufficient electrical outlets shall be provided to the satisfaction and approval of the Engineer.

A continuous supply of water with a minimum of two sinks with faucets shall be provided.

The floor of the building shall be concrete suitably sealed and adequate to support operating test equipment without vibration and undue noise.

A minimum of 10 meters of work benches, 900 mm high by 750 mm wide, shall be provided. The work benches shall have tops covered with approved plastic laminate or equivalent, shall contain adjustable shelves and drawers and shall be constructed of concrete / 19 mm plywood. A minimum of 6 metres of cupboards shall be constructed approximately 600 mm above the workbenches. These cupboards shall have a minimum of two 450 mm high shelves approximately 300 mm provide. All cupboards shall be provided with doors.

A minimum of four exhaust fans, three ceiling fans with regulators and three opening windows with blinds.
The laboratory shall be provided with double entrance doors wide enough to unload materials from site vehicles into the laboratory. A minimum clear opening of 2 meters shall be provided.

The laboratory requirements given above make no allowance for office or other accommodation for the Contractor's staff and these must be allowed for as additional space in the laboratory design proposed to the Engineer.

Prior to the construction of the laboratory, the Contractor shall obtain written approval from the Engineer for the proposed construction and arrangement of the laboratory

The site laboratory shall become the property of the Contractor when no longer required by the Engineer unless stated to the contrary elsewhere in the contract.

Appendix3:LaboratoryEquipment

The required day to day laboratory equipment shall be provided in the laboratory, however, this does not relieve the Contractor of his responsibility to equip the laboratory with all equipment needed to perform the full range of tests required by the Specification.

Appendix 4: Project Signboard

The Contractor shall provide and erect at the beginning and end of each section of Project road a signboard approx. 2.50 m wide by 1.80 m high with the wording in Nepali or English.

Final details to be agreed with the Engineer.

The board is to be made of galvanized steel; the lettering and border are to be in black on yellow background. The lower edge of the board shall be at approx. 1.20 m above adjacent ground and shall be mounted on suitable posts with struts on concrete foundations. The paint to be used shall be sunshine resistant paint.

The Contractor will be responsible for the repair and maintenance of the signboards up to the completion of all construction works.

The Engineer will direct the location and placing of the signboards.

The sign board will have following wordings or as directed by the:

Nepal Electricity Authority

Upper Trishuli 3A Hydroelectric Project

Upgrading of Road from Trishuli Colony to Salakhu Khola

CONTRACT NO: UT3A-01-2073/74

(CHAINAGE0+000 TO 8+840)

COMPLETION: _____ (DATE)

CONTRACTOR: _____ (NAME)

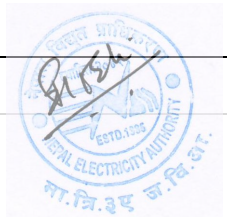
_____ (ADDRESS)

Drawings

Tender Drawings is attached in a Separate Volume.

Part - III

CONDITIONS OF CONTRACT AND CONTRACT FORMS



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SECTION - VII
General Conditions of Contract

General Conditions of Contract

A. General	
1. Definitions	1.1 Boldface type is used to identify defined terms. (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects. (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events. (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.2 hereunder. (d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid. (e) Compensation Events are those defined in GCC 42 hereunder. (f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 53.1. (g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below. (h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer. (i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer. (j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract. (k) Days are calendar days; months are calendar-months. (l) Day works are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant. (m) A Defect is any part of the Works not completed in accordance with the Contract. (n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor. (o) The Defects Liability Period is the period calculated from the Completion Date where the Contractor remains responsible

	for remedying defects. (p) Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract. (q) The Employer is the party who employs the Contractor to carry out the Works, as specified in the SCC. (r) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works. (s) Force Majeure means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party. (t) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance. (u) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order. (v) Letter of Acceptance means the formal acceptance by the Employer of the Bid and denotes the formation of the contract at the date of acceptance. (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works. (x) Party means the Employer or the Contractor, as the context requires. (y) SCC means Special Conditions of Contract (z) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function. (aa) The Project Manager is the person named in the SCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract. (bb) Retention Money means the aggregate of all monies retained by the Employer pursuant to GCC 46.1. (cc) The Site is the area defined as such in the SCC. (dd) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the

	Site.
	(ee) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager. (ff) The Start Date is given in the SCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates. (gg) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site. (hh) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works. (ii) A Variation is an instruction given by the Project Manager which varies the Works. (jj) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.
2. Interpretation	2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC. 2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works). 2.3 The documents forming the Contract shall be interpreted in the following order of priority: (a) Contract Agreement, (b) Letter of Acceptance, (c) Contractor's Bid, (d) Special Conditions of Contract, (e) General Conditions of Contract, (f) Specifications, (g) Drawings, (h) Bill of Quantities (or Schedules of Prices for lump sum contracts), and (i) Any other document listed in the SCC as forming part of

	the Contract.
3. Language and Law	3.1 The language of the Contract and the law governing the Contract are stated in the SCC.
4. Project Manager's Decisions	4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
5. Delegation	5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
6. Communications	6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
7. Subcontracting	7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
8. Other Contractors	8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification
9. Personnel and Equipment	9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
10. Employer's and Contractor's Risk	10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
11. Employer's Risks	11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks: (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and

	Equipment), which are due to (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed. 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to (a) a Defect which existed on the Completion Date, (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or (c) the activities of the Contractor on the Site after the Completion Date.
12. Contractor's Risks	12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
13. Insurance	13.1 The Contractor shall provide insurance in the joint names of the Employer and the Contractor from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks: (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and (d) Personal injury or death.
	13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the proportions of Nepalese Rupees required to rectify the loss or damage incurred. 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance

	which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due. 13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager. 13.5 Both parties shall comply with any conditions of the insurance policies.
14. Site Investigation Reports	14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC, supplemented by any information available to the Bidder.
15. Contractor to Construct the Works	15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. 15.2 The Contractor shall construct and install a Notice Board in the Construction Site containing the information as per the Clause 111 of the PPR.
16. The Works to Be Completed within intended Completion Date	16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them within the intended Completion Date.
17. Design by contractor and Approval by the Project Manager	17.1 The contractor shall be responsible for the design of permanent works as specified in SCC. 17.2 Contractor shall be responsible for design of the Temporary Works. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval. 17.3 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before their use. 17.4The Project Manager's approval shall not alter the Contractor's responsibility for design of temporary works.
18. Safety, Security and Protection of the Environment	18.1The Contractor shall, throughout the execution, and completion of the works and remedying of any defects therein: a. Have full regard for the safety of all persons entitled to be upon the site and keep the site (so as the same is under his control) and the works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons. b. Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when necessary or required by the Project Manager or by any duly constituted authority, for the protection of the Works of for the safety and convenience of the public or others. c. Take all reasonable steps to protect the environment on and

	off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. d. Ensure that any cut or fill slopes are planted in grass or other plant cover as soon as possible to protect them from erosion. e. Any spoil or material removed from drains shall be disposed off to designated stable tipping areas as directed by the Project Manager. f. Shall not use fuel wood as a means of heating during the processing or preparation of any materials forming part of the works. g. The Project Manager shall have the power to disallow any working practice or activity of the Contractor or direct that such practices or activities be modified should the Project Manager consider, on the advice of the relevant Government Departments, that the practices or activities will be harmful to wildlife. h. Provide on the Site such life saving apparatus as may be appropriate and an adequate and easily accessible first aid outfit or such outfits as may be required by any government ordinance, factory act, etc., subsequently published and amended from time to time.
19. Discoveries	19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
20. Possession of the Site	20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the SCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
21. Access to the Site	21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
22. Instructions, Inspections and Audits	22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located. 22.2 The Contractor shall permit the GoN/DP and/or persons appointed by the GoN/DP to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the GoN/DP if required by the GoN/DP. The Contractor's attention is drawn to

	Sub-Clause 58.2which provides, inter alia, that acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under this Sub-Clause constitute a obstructive practice subject to contract termination.
23. Dispute Settlement	23.1 The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract. 23.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period.
24.	Not Applicable.
25. Procedures for Disputes	25.1 In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA) at the place given in the SCC.
B. Time Control	
26. Program	26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. 26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities. 26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall Provide an updated Activity Schedule within 15 days of being instructed to by the Project Manager. 26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at anytime. A revised Program shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date	27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost. 27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information at least 7 days prior to the intended completion date. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
28. Acceleration	28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor. 28.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
29. Delays Ordered by the Project Manager	29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
30. Management Meetings	30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure. 30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
31. Early Warning	31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided

	by the Contractor as soon as reasonably possible. 31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.
C. Quality Control	
32. Identifying Defects	32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
33. Tests	33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
34. Correction of Defects	34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. 34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
35. Uncorrected Defects	35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.
D. Cost Control	
36. Contract Price	36.1 In the case of a Unit Rate contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item. 36.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

37. Changes in the Contract Price	37.1 In the case of an Unit Rate contract: (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 2percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 10 percent, except with the prior approval of the Employer. (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities. 37.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
38. Variations	38.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
	38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered. 38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs. 38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event. 38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning. 38.6 In the case of an Unit Rate contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 37.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be

	used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
39. Cash Flow Forecasts	39.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.
40. Payment Certificates	40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously. 40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within 30 days of submission by contractor. 40.3 The value of work executed shall be determined by the Project Manager. 40.4 The value of work executed shall comprise: (a) In the case of an Unit Rate contract, the value of the quantities of work in the Bill of Quantities that have been completed; or (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule. 40.5 The value of work executed shall include the valuation of Variations and Compensation Events. 40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
41. Payments	41.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest as indicated in the SCC on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made. 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount

	would have been certified in the absence of dispute. 41.3 Items of the Works for which no rate or price has been entered in BOQ shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
42. Compensation Events	42.1 The following shall be Compensation Events: (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 20.1. (b)The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time. (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. (e) The Project Manager unreasonably does not approve a subcontract to be let. (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site. (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor. (i) The advance payment is delayed. (j) The effects on the Contractor of any of the Employer's Risks. (k) The Project Manager unreasonably delays issuing a Certificate of Completion. (l) Force majeure events as determined by the Project Manager. 42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and

	by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended. 42.3 As soon as information demonstrating effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event. 42.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.
43. Tax	43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 45.
44. Currency	44.1 The currency of Contracts shall be Nepalese Rupees.
45. Price Adjustment	45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due. 45.2 Adjustment Formulate[1]: "The adjustment to the Interim Payment Certificates in respect of changes in cost and legislation shall be determined from separate formulae for each of the types of construction work to be performed and Plant to be supplied. The formulae will be of the following general type: $$pn = A + b\frac{Ln}{Lo} + c\frac{Mn}{Mo} + d\frac{En}{Eo} + etc.$$

[1] For complex Works involving several types of construction work with different inputs, a family of Formulae will be necessary. The various items of Day work may also require different formulae, depending on the nature and source of the inputs

	Where: pn is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Sub-Clause 41; A is a constant, specified in the Bidding Forms- Table of Price Adjustment data, representing the nonadjustable portion in contractual payments;[2] b, c, d, etc., coefficients representing the estimated proportion of each cost element (labor, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the SCC; Ln, Mn, En, etc., are the current cost indices or reference prices of the cost elements for month "n," determined pursuant to Sub-Clause 45.4, applicable to each cost element; and Lo, Mo, Eo, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 45.4
	45.3 Sources of Indices and Weightings: The sources of indices shall be those listed in the Bidding Forms- Table of Price Adjustment data, as approved by the Project Manager and stated in SCC. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightings and Source of Indices in the Bidding Forms, which shall be subject to approval by the Project Manager. 45.4 **B**ase, Current and Provisional Indices: The base cost indices or prices shall be those prevailing on the day 30 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 30 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Project Manager will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available. 45.5Weightings: The weightings for each of the factors of cost given in the Bidding Forms shall be adjusted if, in the opinion of the Project Manager, they have been rendered unreasonable, unbalanced or inapplicable as a result of varied or additional work already executed or instructed under Clause 38 or for any other reason. 45.6Subsequent Legislation: If, after the date 30 days prior to the latest date for submission of bids for the Contract, there occur changes to any National Statute, Ordinance, Decree, or

[2] Insert a figure for factor A only where there is a part of the Contractors' expenditures which will not be subject to fluctuation in cost or to compensate for the unreliability of some indices. A should normally be 0.15. The sum of A, b, c, d, etc., should be one.

	other Law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such Statute, Ordinance, Decree, Law, regulation or by-law which causes additional or reduced cost to the Contractor, other than under the preceding sub-clauses of this clause, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Project Manager and shall be added to or deducted from the Contract Price and the Project Manager shall notify the Contractor accordingly, with a copy to the Employer. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have taken into account in the indexing of any inputs to the Price Adjustment Formulae in accordance with the provisions of Sub-Clauses 45.2
	45.7 Where, price adjustment provision is not applicable pursuant to Sub-clause 45.1 then the Contract is subject to price adjustment only for construction material in accordance with this clause. If the prices of the construction materials stated in the contract is increased or decreased in an unexpected manner in excess of ten (10%) percent in comparison to the base price construction material stated in Section –IV, Bidding Forms-Table of Price Adjustment Data, then the price adjustment for the increase or decrease of price of the construction material beyond 10% shall be made by applying the following formulas: For unexpected increase in price $P = [R_1 - (R_0 \times 1.10)] \times Q$ For unexpected decrease in price P $= [R_1 - (R_0 \times 0.90)] \times Q$ Where: "P" is price adjustment amount "R_1" is the present price of the construction material (Source of indices shall be those listed in the Bidding forms) "R_0" is the base price of the construction material "Q" is quantity of the construction material consumed in construction during the period of price adjustment consideration If the Base price and source is to be proposed by the Bidder as per the provision made in Section –IV, Bidding Forms-Table of Price Adjustment Data then the Base price and source filled by Bidder for the construction material

	stated in the Bidding Form shall be subject to the approval of the Project manager and shall be as stated in SCC.. 45.8 The Price Adjustment amount shall be limited to a maximum of the initial Contract Amount as specified in the SCC. 45.10 The Price Adjustment provision shall not be applicable for delayed period if the contract is not completed in time due to the delay caused by the contractor or the contract is a Lump sum Contract or a Fixed Budget Contract.
46. Retention	46.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works. 46.2 Upon the issue of a Defects Liability Certificate by the Project Manager, in accordance with GCC 55.1, half the total amount retained shall be repaid to the Contractor and half when the Contractor has submitted the Tax evidence document issued by the concerned Internal Revenue Office that the contractor has submitted his Income Returns . On completion of the whole works, the Contractor may substitute retention money with an "on demand" bank guarantee.
47. Liquidated Damages	47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. 47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC.41
48. Bonus	48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment	49.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an unconditional bank guarantee from 'A' class commercial Bank in a form and by a bank acceptable to the Employer in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
	49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager. 49.3 The advance payment shall be repaid by deducting proportionate amounts, as stated in SCC, from payments otherwise due Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
50. Securities	50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC, by a 'A' class commercial bank acceptable to the Employer, and denominated in Nepalese Rupees. The Performance Security shall be valid until a date 30 days from the date of issue of the Defect Liability Certificate in the case of a bank guarantee. 50.2 Additional Performance Security required as per ITB 34.5 shall be valid until a date 30 days from the date of issue of the Certificate of Completion in the case of a bank guarantee. 50.3 The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.
51. Day works	51.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way. 51.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the

	work being done. 51.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.
52. Cost of Repairs	52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
E. Finishing the Contract	
53. Completion	53.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.
54. Taking Over	54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
55. Final Account	55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
56. Operating and Maintenance Manuals	56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC. 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC 56.1,ortheydonot receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the SCC from payments due to the Contractor.
57. Termination	57.1 In no case, the contractor shall terminate the contract unilaterly, without duly notifying the Employer. 57.2 The Employer may terminate the Contract at any time if the contractor : a. does not commence the work as per the Contract, b. abandons the work without completing, c. fails to achieve progress as per the Contract. 57.3 The Employer or the Contractor may terminate the

	Contract if the other party causes a fundamental breach of the Contract. 57.4 Fundamental breaches of Contract shall include, but shall not be limited to, the following : (a) The Contractor uses the advance payment for matters other than the contractual obligations, (b) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; (c) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days; (d) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. (e) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate; (f) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; (g) the Contractor does not maintain a Security, which is required; and (h) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC. (i) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 58.1. 57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 57.2 above, the Project Manager shall decide whether the breach is fundamental or not. 57.6 Notwithstanding the above, the Employer may terminate the Contract for convenience. 57.7 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
58. Fraud and Corruption	58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 15 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.

	58.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9. For the purposes of this Sub-Clause; (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party. (ii) "fraudulent practice"[5] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "collusive practice"[6] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (iv) "coercive practice"[7] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (v) "obstructive practice" is (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb) acts intended to materially impede the exercise of the GON's/DP's inspection and audit rights provided for under Sub-Clause 22.2.
59. Black Listing	59.1 Without prejudice to any other rights of the Employer under this Contract, GoN, Public Procurement Monitoring Office (PPMO), on the recommendation of procuring entity, may blacklist a Bidder for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder. (a) if it is established that the Contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.

60. Payment upon Termination	60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer. 60.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for

5 a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

6 "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

7 a "party" refers to a participant in the procurement process or contract execution.

	the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate. 60.3 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Contractor, the performance security shall be forfeited by the Employer. In such case, amount to complete the remaining works as per the Contract shall be recovered from the Contractor as Government dues.
61. Property	61.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
62. Release from Performance	62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
63. Suspension of DP Loan/Credit/Grant	63.1 In the event that the Donor Agency suspends the loan/ credit/grant to the Employer from which part of the payments

	to the Contractor are being made: a. the Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Donor Agency's suspension notice; and b. if the Contractor has not received sums due him within the 30 days for payment provided for in Sub-Clause 41.1, the Contractor may immediately issue a 15-day termination notice.
64. Project Manager's Duties and Authorities	64.1 The Project Manager's duties and authorities are restricted to the extent as stated in the SCC.
65. Quarries and Spoil Dumps	65.1 Any quarry operated as part of this Contract shall be maintained and left in a stable condition without steep slopes and be either refilled or drained and be landscaped by appropriate planting. Rock or gravel taken from a river shall be removed over some distance so as to limit the depth of material removed at any one location, not disrupt the river flow or damage or underminethe river banks. The Contractor shall not deposit excavated material on land in Government or private ownership except as directed by the Project Manager in writing or by permission in writing of the authority responsible for such land in Government ownership, or of the owner or responsible representative of the owner of such land in private ownership, and only then in those places and under such conditions as the authority, owner or responsible representative may prescribe.
66. Local Taxation	66.1 The prices tendered by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal on the date 30 days prior to the closing date for submissions of Bids on the Contractor's equipment, plant and materials acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in Nepal on profits made by him in respect of the Contract.
67. Value Added Tax	67.1 The Contract is not exempted from value added tax. An amount specified in the schedule of taxes shall be paid by the Contractor in the concerned VAT office within time frame specified in VAT regulation.
68. Income Taxes on Staff	68.1 The Contractor's staff, personnel and labor will be liable to pay personal income taxes in Nepal in respect of their salaries and wages, as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions as may be imposed on him by such laws and regulations. 68.2 The issue of the Final Account Certificate pursuant to clause 55 shall be made only upon submittal by the Contractor of a certificate of income tax clearance from the

	Government of Nepal.
69. Duties, Taxes and Royalties	69.1 Any element of royalty, duty or tax in the price of any goods including fuel oil, and lubricating oil, cement, timber, iron and iron goods locally procured by the Contractor for the works shall be included in the Contract rates and prices and no reimbursement or payment in that respect shall be made to the Contractor. 69.2 The Contractor shall familiarize himself with GON the rules and regulations with regard to customs, duties, taxes, clearing of goods and equipment, immigration and the like, and it will be necessary for him to follow the required procedures regardless of the assistance as may be provided by the Employer wherever possible. 69.3 The Contractor shall pay and shall not be entitled to the reimbursement of cost of extracting construction materials such as sand, stone/boulder, gravel, etc. from the river beds or quarries. Such prices will be levied by the local District Development Committee (DDC) as may be in force at the time. The Contractor, sub-contractor(s) employed directly by him and for whom he is responsible, will not be exempted from payment of royalties, taxes or other kinds of surcharges on these construction materials so extracted and paid for to the DDC.
70. Member of Government, etc, not Personally Liable	70.1 No member or officer of GoN or the Employer or the Project Manager or any of their respective employees shall be in any way personally bound or liable for the act or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of act, matter or thing which are herein contained.
71. Approval of Use of Explosives	71.1 No explosives of any kind shall be used by the Contractor without the prior consent of the Employer in writing and the Contractor shall provide, store and handle these and all other items of every kind whatsoever required for blasting operations, all at his own expense in a manner approved in writing by the Employer.
72. Compliance with Regulations for Explosives	72.1 The Contractor shall comply with all relevant ordinances, instructions and regulations which the Government, or other person or persons having due authority, may issue from time to time regarding the handling, transportation, storage and use of explosives.
73. Permission for Blasting	73.1 The Contractor shall at all times maintain full liaison with and inform well in advance, and obtain such permission as is required from all Government authorities, public bodies and private parties whatsoever concerned or affected, or likely to be concerned or affected by blasting operation.

74. Records of Explosives	74.1 Before the beginning of the Defects Liability Period, the Contractor shall account to the satisfaction of the Project Manager for all explosives brought on to the Site during the execution of the Contract and the Contractor shall remove all unused explosives from the Site on completion of works when ordered by the Project Manager.
75. Traffic Diversion	75.1 The Contractor shall include the necessary safety procedures regarding and pedestrian traffic diversion that is needed in execution of the works. The Contractor shall include in his costing of works, any temporary works or diversion that are needed during the construction period. All traffic diversion should be designed for the safety of both the motoring public and the men at work. It shall ensure the uninterrupted flow of traffic and minimum inconvenience to the public during the period concerned. As such, adequate warning signs, flagmen and other relevant safety precautionary measures shall be provided to warn motorists and pedestrians well ahead of the intended diversion as directed by the Project Manager. All traffic devices used shall be designed in accordance with the instruction of Project Manager.

SECTION - VIII
Special Conditions of Contract

The following Special Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC

Special Conditions of Contract

A. General	
GCC 1.1 (q)	The Employer is : **Nepal Electricity Authority,** **Generation Directorate,** **Upper Trishuli 3A Hydroelectric Project,** **Betrawati, Rasuwa** Phone No:**010-560704, 010-560804** Fax No:**010-561789**
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be **24(Twenty-Four) months.** The following milestones shall be applied: ***Milestone 1: Permanent works of value 40 % of Initial Contract price completed within first Twelve (12) months from date of start of works.*** ***Milestone 2: Completion of 100% within Twenty Four (24) months from date of start of works.***
GCCs 1.1 (aa) & 4.1	The Project Manager is: **Project Chief, Upper Trishuli 3A Hydroelectric Project** The Project Manager and Engineer are synonyms.
GCC 1.1 (cc)	The Site is located at Bidur Municipality and Tupche VDC of Nuwakot District.
GCC 1.1 (ff)	*The **Start Date** shall be*: 15 Days from the date of signing of the contract
GCC 1.1 (jj)	The Works consist of Upgrading of Road from Trishuli Colony to Salakhu Khola Ch.0+000 to 8+840 and about 450m road to Uttargaya. The Works to be executed will comprise mainly the following items: a) Earthwork b) Structures (Dry/Gabion/Masonry) c) Pipe Culverts/Causeways d) Side drain Works e) Subgrade preparation, Sub-base, Base Course f) Prime coat, tack coat, Premix carpet
GCC 2.2	Sectional Completions are: Not Applicable.
GCC 2.3(i)	**Add following after (i)**

	j. Addendum issued (if any) in accordance with clause 8 of Instruction to Bidders k. Construction **Work Schedule** Submitted by the Bidder. l. Minutes of Meetings as agreed upon. m. Value Added Tax (VAT) certificate n. PAN certificate
GCC 3.1	The language of the contract is **English/Nepali** The law that applies to the Contract is the law of NEPAL
GCC 8.1	Schedule of other contractors: **Not Applicable**
GCC 13.1	The minimum insurance amounts and deductibles shall be: 1. The minimum cover for loss of or damage to the Works, Plant and Materials is:**115%**of the Contract Amount. 2. The maximum deductible for insurance of the Works and of Plant and Materials is: **NRs. 5,00,000.00(Rupees Five Hundred Thousand only)** 3. The minimum cover for loss or damage to Equipment is : **Replacement Cost of Equipment Costs.** **4.** The maximum deductible for insurance of Equipment is: : **NRs1,00,000.00 (Rupees OneHundred Thousand Only)** 5. The minimum for insurance of other property is **NRs. 5,00,000.00** (**Rupees Five Hundred Thousand only)** with unlimited number of occurrences 6. The maximum deductible for insurance of other property is: **NRs. 150,000.00 (Rupees One Hundred Fifty Thousand Only)** 7. The minimum cover for personal injury or death insurance i. for the Contractor's employees is that specified in the Labor act of Nepal and ii. for other people is **NRs. 5,00,000/-** (NRs. Five Hundred Thousand only) with an unlimited number of occurrences
GCC 14.1	***Replace Sub-Clause 14.1 by following:*** ***No specific report shall be made for this purpose.*** The Bidder shall make his own investigation, assessment, and judgment about the location and quantity of suitable local construction materials. The Contractors shall be fully responsible for any of their failure, negligence, error or omission in obtaining any relevant information, which may in any way influence or affect the execution of the works. The Employer shall take no liability for any conclusion inferred by the Contractor. ***Add Sub-Clause 14.2 as follows:*** The Contractor shall be deemed to have also satisfied himself before Bidding with: (a) Existing conditions, nature of existing roads, foot trails and bridges and other means of access to the Site. (b) Hydrological and Climatic conditions. (c) People's rights and interests, which may be interfered with or affected to the construction, completion and maintenance of the Works.

	(d) Stability of existing slopes in the Site. (e) Community forest, forest coverage, surrounding Vegetations. f) Rivers and streams.
GCC 15	***Add Sub-Clause 15.3 as follows:*** The contractor shall prepare and submit monthly report in the following prescribed form. 1. Summary of the reporting month. 2. Actual physical progress. 3. Original schedule verses actual progress. 4. Manpower Details. 5. Equipments Details. 6. Detail of construction materials. 7. any other significant details. 8. Photographs (minimum two photo of each structure).
GCC 16	***Add Sub-Clause 16.2 as follows:*** The contractor shall submit at the end of each working week a detailed work programme for the next fortnight.
GCC 17.1	The following shall be designed by the Contractor: As applicable. Where pavement works only are to be executed, the contractor shall propose appropriate grading in accordance with the Feeder Road Standard of road taking prior approval from the Engineer without delaying the schedule of the works. Contractor shall propose for modification in the design where necessary as per the site condition. No separate payment shall be paid under this clause.
GCC 20.1	The Site Possession Date(s) shall be:**15 Days after the signing of the contract**
GCC 23.2	Not Applicable.
GCC 24.1	**Not Applicable.**
GCC 24	**Delete Clause 24**
GCC 25.3	The Adjudicator/DRC Members shall be paid by the hour at the rate of:**NRs.3000.00** including all applicable taxes and total working hours shall not exceed 8 hrs a day. Fees and types of reimbursable expenses to be paid to the Adjudicator or the DRC members : Office Rental, Secretarial services (Including photocopies, fax, office) NRs.30,000.00 per month including all applicable taxes. **Payment Procedure** 1. This payment is effective after signing of Tripatriate agreement. 2. The member shall submit invoices for payment of the monthly cumulative hours. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor. 3. The Contractor shall pay each of the Member's invoices in full within calendar days specified in the Contract after receiving each invoice and shall apply to the Employer (in the Statements under the Contractor) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the

	Contract. 50% of any applicable taxes paid by the contractor shall be reimbursed only after submission of Tax Deposit Slip.VAT will be reimbursed by NEA.
GCC 25.4	The place of arbitration shall be: ***Kathmandu, Nepal***
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within Works **within 30 days** from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates **30 days.** The amount to be withheld for late submission of an updated Program is:**NRs.1, 00,000.00.**
GCC 27	***Add a new Sub-Clause 27.3 as follows:*** Extension of Time will not be granted for delays caused by inadequate work force, faulty workmanship, inadequate supply of construction materials, unavailability of equipment and transportation arrangement to the site or failure of the Contractor to place orders for equipment or materials at sufficient time in advance to ensure delivery when needed or due to inadequate planning, inefficiency or negligence, etc. of the Contractor. ***Add a new Sub-Clause 27.4as follows:*** ***Sufficient Stock of Materials****:* The Contractor shall at all times arrange for sufficient stock of such major materials as **Cement, Reinforcement, fuel, stone, aggregate, sand, base and sub-base materials**, but not limited to, at the site. **Failure to provide sufficient stock at site or shortage of materials shall be in no case the reasons of claim for extension of time.**
GCC 31	**Replace "at the earliest" by "within 30 days in writing" in the first sentence of GCC 31.1**
GCC 33	***Add a new Sub-Clause 33.2 as follows:*** The Contractor shall submit to the Engineer for his approval, the Quality Assurance Plan (QAP) which shall be based on the detailed Programme (Specification Clause 116) of the Works as per ***Standard Specifications for Road and Bridge works 2001.*** ***Add a new Sub-Clause 33.3 as follows:*** All materials before being incorporated in the work in which materials are used without prior approval of the Project Manager shall be considered as defective and unauthorized and will not be paid for at the discretion of the Project Manager. In order to expedite the inspection and testing of materials, the Contractor shall advise the Project Manager at least one week prior to the delivery of materials from his chosen source**. The cost of all tests on cement, reinforcing steel and GI Wire and quality control tests for soil and concrete shall be borne by the Contractor**. All materials being used during the contract execution are subject to inspection, test or rejection if they are not in accordance with the Contract Documents. All materials not conforming to the requirements of the contract Documents shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise directed by the Project Manager.
C. Quality Control	

GCC 34.1	The Defects Liability Period is: **365**days.
	D. Cost Control
GCC 41.1	**Interest rate: 5%** Add a new Sub-Clause 41.4 as follows: The monthly interim bills are for paying the Contractor a reasonable figure for the amount of work carried out during the month and do not constitute or form the basis of final payment for work done. Final quantities and payments will be made based on measurements of items finally in place in the finished work at the completion of the works.
GCC 42.1	***Delete sub-clause 42.1 (e), (f), (g) & (i)***
GCC 45.1	The Contract ***"is"*** subject to price adjustment, and the following information regarding coefficients apply. **Replace the second sentence of sub-clause 45.1 by**: "If so provided, the amounts certified in each payment certificate, **after** deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due. The coefficients and indices for adjustment of prices in Nepalese Rupees shall be as specified in the Table of Adjustment Data submitted by bidder together with the Letter of Bid which is approved by the Project manager and attached as Annex-1."
GCC 45.7	N/A.
GCC 45.8	The Price Adjustment amount shall be limited to a maximum ***25%***percentage of the initial Contract Amount
GCC 46.1	The proportion of payments retained is: **5 (FIVE) PERCENT**
GCC 47.1	The liquidated damages for the whole of the Works are **0.05 PERCENT** of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is **10 PERCENT** of the final Contract Price.
GCC 48.1	Not Applicable
GCC 49.1	The Advance Payments shall be: ***15%*****(Fifteen percent)**of the initial contract price excluding the provisional sums, day works and VAT and shall be paid to the Contractor no later than ***30 days.*** Payment shall be made in two installments; first installment of **10%(Ten percent)** shall be made to the contractor upon submission of equivalent acceptable Bank Guarantee for advanced payment and the second installment of **5%(Five percent)** shall be made after the contractor completes works that are valued at not less than 10 (ten) % of the Contract Price upon submission of equivalent acceptable Bank Guarantee. The advanced payment guarantee shall be valid until the intended completion date for whole of the works.
GCC 49.3	Deductions from Payment Certificates will commence in the first certificate in which the value of works executed exceeds **30%** of the Contract Price. Deduction will be at the rate of **30%**[1]of the respective Monthly Interim Payment Certificate until such time as the advance

	payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80% of the approved contract period.
GCC 50.1	The Performance Security amount is***as per amount based on ITB 39.1*** and amount including an additional amount of 8% of the Contract price if the Employer has increased the Performance Security amount according to ITB 34.5. The Performance security shall be valid for a period of **thirty** (30) days beyond the expiration of Defect Liability Period.
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is: **N/A** The date by which "as built" drawings are required is:***60 Days*** Moreover, should any change is required in the "as-built" drawings because of rectification of any defects within the Defects Liability Period, such changes shall be incorporated and "as-built" drawings shall be updated accordingly before issuance of the Final Acceptance Certificate.
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is: **NRs 5,00,000.00**
GCC 57.2 (g)	The maximum number of days is: 200
GCC 59.1	Add new Sub Clauses (b) if the bidder fails to sign the contract as per ITB 39.1. (c) if the contractor has been found engaged in corrupt or fraudulent practices in competing for or in executing the contract pursuant to GCC 58.1.
GCC 64	The Project Manager has to obtain the specific approval of the Employer for taking any of the following actions : a. Approving subcontracting of any part of the works under General Conditions of Contract Clause 7; b. Certifying additional costs determined under General Conditions of Contract Clause 42; c. Determining start date under General Conditions of Contract Clause 1; d. Determining the extension of the intended Completion Date under General Conditions of Contract Clause 27; e. Issuing a Variation under General Conditions of Contract Clause 1 and 38, except in an emergency situation, as reasonably determined by the Project Manager; emergency situation may be defined as the situation when protective measures must be taken for the safety of life or of the works or of adjoining property. f. Adjustment of rates under General Conditions of Contract Clause 37;

Note:

(1) % of advance payment × 100/(80-30)

SECTION - IX
Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Letter of Intent

[on letterhead paper of the Employer]

Date: ... ……

To: ....name and address of the Contractor .....

Subject: ... . Issuance of letter of intent to award the contract .....

This is to notify you that, it is our intention to award the contract ... .[insert date] .....for execution of the ... . [insert name of the contract and identification number, as given in the Contract Data/SCC] to you as your bid price ..... [insert amount in figures and words in Nepalese Rupees] as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature: ……

Name: ... …….

Title: …….

CC:
[Insert name and address of all other Bidders, who submitted the bid]

[Notes on Letter of Intent
The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible lowest evaluated bid.]

Letter of Acceptance

[on letterhead paper of the Employer]

Date: ……..

To:..... name and address of the Contractor ……...

Subject: ..... Notification of Award

This is to notify that your Bid dated .....date ……..for execution of the……..name of the contract and identification number, as given in the Contract Data/SCC ……... for the Contract price of Nepalese Rupees [insert amount in figures and words in Nepalese Rupees], as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contact this office to sign the formal contract agreement within 15 days with Performance Security of NRs. ……. in accordance with the Conditions of Contract consisting of a Bank Guarantee using for that purpose the Performance security Format included in Section IX (Contract Forms) of this Bidding Document.

The employer shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature: ……...

Name and Title of Signatory: ……

Contract Agreement

THIS AGREEMENT made the .....day of …….. between……. name of the Employer …….. (hereinafter "the Employer"), of the one part, and ……name of the Contractor ……(hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as …….... name of the Contract .....should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects in the sum of NRs ….....…..[insert amount of contract price in words and figures including taxes] (hereinafter "the Contract Price").

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement.
   (a) the Letter of Acceptance;
   (b) the Letter of Bid;
   (c) the Addenda Nos ..... insert addenda numbers if any ……
   (d) the Special Conditions of Contract;
   (e) the General Conditions of Contract;
   (f) Bills of Quantities (BOQ);
   (g) the Specification;
   (h) the Drawings;
   (i) the Activity Schedules; and
   (j) Table of Price Adjustment Data
   (k) .....[Specify if there are any other document]

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Nepal on the day, month and year indicated above.

Signed by …….
for and on behalf the Contractor in the presence of

Witness, Name Signature, Address, Date

Signed by……..
for and on behalf of the Employer in the presence of

Witness, Name, Signature, Address, Date

Performance Security

(On letterhead paper of the 'A' class commercial Bank)

..... Bank's Name, and Address of Issuing Branch or Office .....

Beneficiary: ..... Name and Address of Employer …….....

Date: .....

Performance Guarantee No.:…….

We have been informed that ... ... [insert name of the Contractor] (hereinafter called "the Contractor") has been notified by you to sign the Contract No. .. .. [insert reference number of the Contract] for the execution of ... .. [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we ……. [insert name of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... [insert name of the currency and amount in figures*] (…….. insert amount in words) such sum being payable in Nepalese Rupees, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ……. Day of ... . **, and any demand for payment under it must be received by us at this office on or before that date.

……

Seal of Bank and Signature(s)

Note:

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract in Nepalese Rupees.

** Insert the date thirty days after the date specified for the Defect Liability Period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".

Advance Payment Security

(On letterhead paper of the 'A' class commercial Bank)

... Bank's Name, and Address of Issuing Branch or Office ...

Beneficiary: ... ... Name and Address of Employer ...

Date:

Advance Payment Guarantee No.: ...

We have been informed that ... . name of the Contractor ... . (hereinafter called "the Contractor") has entered into Contract No. .. .. reference number of the Contract ... . dated ..... . with you, for the execution of ..... . name of contract and brief description of Works ..... . (hereinafter called
"the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum . name of the currency and amount in figures*... ..... . (... ..... . amount in words ..... .) is to
be made against an advance payment guarantee.

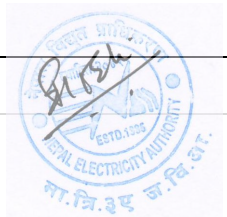
At the request of the Contractor, we ... . name of the Bank ... . hereby irrevocably undertake to
pay you any sum or sums not exceeding in total an amount of ... . name of the currency and amount in
figures*... ..... . (..... . amount in words ... .) upon receipt by us of your first demand in writing
accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ..... day of .....**, whichever is earlier. Consequently, any demand for payment under thisguarantee must be received by us at this office on or before that date.

Seal of Bank and Signature(s)

Note:

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

* The Guarantor shall insert an amount representing the amount of the advance payment in Nepalese Rupees of the advance payment as specified in the Contract.

** Insert the date Thirty days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".